

SECTION A – SOLICITATION/CONTRACT FORM

OMB Approval No. 9000-0008

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 1 133 PAGES	
2. CONTRACT NO. DE-		3. SOLICITATION NO. DE-RP26-04NT41817		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/09/2004	
						6. REQUISITION/PURCHASE NO. 26-04NT41817.000	
7. ISSUED BY U.S. Department of Energy National Energy Technology Laboratory PO Box 880, 3610 Collins Ferry Road Morgantown, WV 26507-0880				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>IIPS Electronic</u> until <u>8:00 p.m.</u> local time <u>April 13, 2004</u> . (Hour) (Date)		
CAUTION X LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL:	A. NAME LISA A. KUZNIAR	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE 304 NUMBER 285-4242 EXT.
		C. E-MAIL ADDRESS lisa.kuzniar@netl.doe.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE X ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT X Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SOLICITATION NO. DE-RP26-04NT4187 – RESEARCH AND DEVELOPMENT SUPPORT SERVICES
FOR THE NATIONAL ENERGY TECHNOLOGY LABORATORY**

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED - TASK ORDERS (JUNE 2003)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work for the term specified in Part I, Section F and as specified in actual task orders awarded in accordance with Part I, Section H, clause entitled "Ordering Procedures:"

Item 1 - Services entitled "**Research and Development Support (RDS) Services for the National Energy Technology Laboratory (NETL)**" in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist".

B.2 TOTAL ESTIMATED COST/MAXIMUM AVAILABLE PERFORMANCE AWARD FEE (MAY 2003)

(a) The total estimated costs are as follows:

Base Period (3 Years)	\$ []
First Option Period (2 Years)	\$ []

(b) Total maximum available award fee is as follows:

Base Period	\$ []
First Option Period	\$ []

Under cost plus award fee task orders, all fee shall be at risk, there shall be no base fee.

B.3 CEILING PRICE OF CONTRACT (JUL 1991)

The ceiling price of this contract, inclusive of Fixed and Award Fee is \$ []. All orders including CPFF, CPAF, and FFP count against this ceiling.

B.4 ESTIMATED LEVEL OF EFFORT (JUNE 2003)

The Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

PERIOD	DPLH*
Base Period (36 Months)	1,015,200
First Option Period (24 months)	676,800

*DPLH is based on 1800 man-hours per year.

B.5 TYPES OF TASK ORDERS (JUNE 2003)

Task Orders issued under this contract will be either Cost-Plus-Fixed-Fee, Cost-Plus-Award-Fee, or Firm Fixed Price Task Orders in accordance with the terms and conditions set forth in Section H of this contract. Task Orders issued under this contract will be performance-based. Each task order will describe performance requirements, performance standards, and the means of performance measurement.

(a) Cost-Plus-Award-Fee Task Orders

Task Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus an award fee. The award fee earned shall be determined on an individual task basis. If a task will be issued on an award fee basis, the Contractor will be requested to propose the award fee amount at the time proposals are requested. The maximum available award fee earned for each task order is subject to negotiation. Maximum available award fee for cost plus award fee tasks issued shall not exceed the maximum available award fee stated in Provision B.2.

(b) Cost-Plus-Fixed-Fee Task Orders

Task Orders may be issued to require the Contractor to complete a specific task (or tasks) for cost plus a fixed fee. The fixed fee shall be determined on an individual task basis. If a task will be issued on a cost-plus-fixed-fee basis, the Contractor will be requested to propose the fee amounts at the time proposals are requested for the task. The amount of fixed fee for each task order is subject to negotiation.

(c) Firm Fixed Price Task Orders

Task orders may be issued to require the Contractor to complete a specific task (or tasks), for a firm fixed price. The Contractor's task order proposal for firm fixed price completion task orders shall indicate the proposed DPLH and the labor categories utilized. Other direct costs and travel costs required for performance of the task order shall be included in each specific task order proposal, as well as any profit.

B.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of the option under this clause, shall not exceed sixty (60) months.

B.7 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted in accordance with the pricing requirements of FAR 8.707. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of the end of the contract period. Primary application of this authority would occur if delays in awarding a successor contract at the scheduled completion of this award were apparent.

B.8 DISTRIBUTION OF PERFORMANCE AWARD FEE (JUNE 2003)

The total amount of award fee available for cost plus award fee tasks issued under this contract is assigned as follows:

FEE PERIOD	EVALUATION BEGINNING DATE	EVALUATION ENDING DATE	PLANNED VALUE	AVAILABLE AWARD FEE	FEE EARNED
1	10/01/2004	03/31/2005	*	*	*
2	04/01/2005	09/30/2005	*	*	*
3	10/01/2005	03/31/2006	*	*	*
4	04/01/2006	09/30/2006	*	*	*
5	10/01/2006	03/31/2007	*	*	*
6	04/01/2007	09/30/2007	*	*	*

*The Planned Value and Available Award Fee shall be filled in upon the completion of available award fee negotiations for each evaluation period. The Fee Earned column shall be filled in based on the amount of fee earned for each evaluation period identified.

In the event the Government exercises an option period, a Fee Period 7 and Fee Period 8 Evaluation Ending Dates may be included for each six (6) month evaluation period of the option period. In the event of contract termination, either in whole or in part, the amount of award fee available shall be a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer (CO).

B.9 LIMITATION OF FUNDS – COST PLUS AWARD FEE (JUNE 2003)

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$[] are obligated herewith and made available for payment of allowable costs and award fee to be incurred from the effective date of this contract through the period estimated to end [].

B.10 ANNUAL INDIRECT RATE SUBMISSIONS (MAY 1994)

(a) Introduction

(1) Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(2) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.

(3) A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.

(4) FAR 42.703(a) stipulates that "A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting

offices, unless otherwise specifically prohibited by statute." This single Government agency is referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.

(5) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and both FAR Subpart 42.10 and DEAR 942.10, "Negotiating Advance Agreements for Independent Research and Development/Bid and Proposal Costs."

(6) Sections (b) and (c) or (d) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(b) Requirements whether or not DOE is the CFA

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, "Cost Accounting Standards," FAR Part 31 and DEAR 931, "Contract Cost Principles and Procedures," in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Contracting Officer (IRCO). These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the DOE IRCO.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the DOE IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

(4) All Indirect Rate agreements and correspondence shall be submitted to:

U.S. Department of Energy
National Energy Technology Laboratory
626 Cochrans Mill Road
P.O. Box 10940
Contracting Officer for Indirect Rate Cost Management
Building 921-I07
Pittsburgh, PA 15236-0940

(c) Requirements when DOE is the CFA

(1) No later than 90 days after the close of its fiscal year, the Contractor shall identify to the DOE IRCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:

Name of Federal Agency
Contract Number
Contract Value (total and by fiscal year)
Period of performance
Type of contract (CPFF, FFP, etc.)

(2) In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as

possible but not later than 90 days after the close of its fiscal year, shall submit to the DOE IRCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.

(3) The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

(4) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRCO. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the cognizant DOE IRCO (see FAR 42.704).

(5) The Contractor shall provide to the DOE IRCO annually, no later than 30 days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.

(6) If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

(d) Requirements when DOE is not the CFA

(1) When another Federal Agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation, submitted to the CFA. These submittals to DOE shall be within the time periods established within paragraphs (c)(2) and (c)(5) of this clause unless a written request for an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of vouchers.

(2) The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE IRCO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE IRCO before any rates contained therein can be used by the Contractor for cost reimbursement.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK (NOV 1997)

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

C.2 REPORTS (MAY 1998)

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B. Additional reports and deliverables may also be identified on individual task orders.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (FEB 1999)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

D.2 MARKING (JAN 1999)

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 1997)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.2 ACCEPTANCE (MAR 1999)

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

E.3 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

E.4 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a

manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

- (2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

- (2) Terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S)) (JUNE 2003)

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section, B) shall commence on the effective date of the contract and shall continue for **thirty-six (36) months**.

NOTE: The Government may elect not to exercise the option.

OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twenty-four (24) months** from the effective date of the exercised option.

F.2 PRINCIPAL PLACE OF PERFORMANCE (JULY 2003)

The principal place of performance under this contract shall be at the National Energy Technology Laboratory located in Morgantown, WV and Pittsburgh, PA. NETL is a geographically dispersed organization, therefore the Contractor may be required to travel between, and provide services to various other NETL or DOE locations in the United States.

F.3 52.242-15 STOP-WORK ORDER. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES (FEB 2000)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

(b) Property Correspondence

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

(c) Indirect Rate Correspondence

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) Correspondence on Patent or Technical Data Issues

Correspondence concerning patent or technical data issues shall be addressed to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

Information copies of correspondence being sent to the Intellectual Property Law Division shall also be sent to NETL's Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

(f) Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AC26-04NT41817, and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES (APR 2001)

(a) Voucher Form (SF 1034)

In requesting reimbursement, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal). Electronic versions of the SF1034 can be found on NETL's website at <http://www.netl.doe.gov/business/forms/forms.html>. Acceptable substitutes for the forms (which provide

the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of Contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Supporting Documentation

The Invoice Detail Report referenced in Section J, Attachment B, must be provided as support documentation with each invoice. (Note: The Invoice Detail Report is a required to be submitted as both backup to the invoice and as a required report in accordance with the Reporting Requirements Checklist contained in Part III, Section J, Attachment B).

Direct costs (e.g., labor, equipment, travel, supplies) claimed for reimbursement must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(c) Submission of Voucher

Submit the original voucher including the Supporting Documentation to the following payment office:

U. S. Department of Energy
Oak Ridge Financial Services Center
P. O. Box 4787
200 Administration Road
Oak Ridge, TN 37831

In addition, submit two copies of the voucher including the Supporting Documentation to the following address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: Accounts Payable
3610 Collins Ferry Road, P.O. Box 880
Morgantown, WV 26507-0880

(d) Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

(e) Payment Method

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(f) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

(g) Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which Contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to Contractors at the following website: <http://finweb.oro.doe.gov/vipers.htm>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

G.3 PAYMENT OF PERFORMANCE AWARD FEE (JUNE 2003)

The Government will promptly make payment of any award fee earned upon submission by the Contractor to the Contracting Officer, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be made based upon an authorization letter from the Fee Determination Official (FDO) and without the need for a contract modification.

THE FOLLOWING CLAUSE PERTAINS ONLY TO COST PLUS FIXED FEE TASK ORDERS ISSUED AGAINST THIS CONTRACT.

G.4 PAYMENT OF FIXED FEE (LEVEL-OF-EFFORT TASK ORDERS) (OCT 2003)

The fixed fee specified in the Task Order clause entitled, "Estimated Cost and Fixed Fee" shall be paid to the Contractor on the basis of the number of Direct Productive Labor Hours (DPLH) delivered relative to the number of DPLH set forth in the clause entitled, "Level of Effort."

The amount of fixed fee earned and payable under the task order, prior to final payment, shall be the amount derived by dividing the total number of DPLH delivered to date under the task order by the total number of DPLH to be delivered under the task order, and multiplying the result by the total fixed fee set forth in the clause; provided, however, that this amount does not exceed 85% of the fixed fee specified in the Task Order clause entitled "Estimated Cost and Fixed Fee" (See FAR 52.216-8 Fixed Fee).

The total amount of fixed fee earned under this task order upon its expiration shall be 100% of the fixed fee set forth in the clause entitled "Estimated Cost and Fixed Fee"; provided, however, that the number of DPLH delivered under the task order equals or exceeds 90% of the total DPLH to be delivered under the task order (See the clause entitled "Level of Effort").

G.5 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)

A support service Contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this Contractor has access to your business confidential cost/rate information. A special provision in this Contractor's award requires the confidential treatment by all Contractor employees of any and all business confidential information of other Contractors and financial assistance recipients to which they have access.

G.7 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS (JUNE 2003)

All costs incurred by the Contractor under this contract shall be segregated by each Task Order. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each task order issued and shall record all incurred costs in the appropriate job order account assigned each Task Order.

There shall be no co-mingling of costs between Task Orders.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

H.2 TECHNICAL DIRECTION (JUNE 1998)

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

H.3 MODIFICATION AUTHORITY (NOV 1997)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.4 GOVERNMENT PROPERTY AND DATA (SEP 2003)

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements
 - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "Government-Furnished Property List" and only as directed by the CO or their designee.
 - (2) In the event the Contractor acquires and direct charges property to this contract, the Contractor shall be required to ensure the property is entered into the Property Administration Management System (PAMS) and indicates the Purchase Order number utilized to acquire the property.
 - (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
 - (3) Any changes in the acquisition authorization shall be reflected in a revision of the "Government-Furnished Property List".
 - (4) Authorization to acquire does not constitute consent to the placement of a subcontract.
- (c) Government-Furnished Property and Data
 - (1) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "Government-Furnished Property List" shall be furnished.
 - (2) The current "Government-Furnished Property List" is located on the Internet at <http://www.netl.doe.gov/business/solicit/ssc2003/index.html> and will be available for Contractor access at this site during the solicitation phase of this contract.
 - (3) The "Government-Furnished Property List" is considered a living document and is maintained through the Property Administration Management System (PAMS). The Contractor will designate an authorized representative who will have limited access to the PAMS for the purpose of updating the property list and acquiring property reports. The most current "Government-Furnished Property List" can be obtained through the report capability in the PAMS as property

assigned to this contract.

- (4) No less frequently than annually, the Contractor will complete a physical inventory of property furnished. The inventory will be reconciled with the Government and adjustments, if necessary, will be made to the PAMS.
- (5) The "Government-Furnished Property List" as maintained in the PAMS is incorporated into this contract by reference in its entirety. No hard copy of the Government-Furnished Property List will be attached to this contract.
- (6) Administration of the Government-Furnished Property and the PAMS will be the responsibility of the Organizational Property Management Officer and/or the Government Property Administrator.

(d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B. The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.5 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES (JAN 2000)

The Contractor is authorized to use on a no-charge, non-interference, basis in the performance of this contract, the Government-owned equipment/facilities indicated below. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

A list of Government-Furnished Property that the Contractor is authorized to use is provided in the electronic reading room located at <http://www.netl.doe.gov/business/solicit/ssc2003/index.html>. This reading room will only be available during the solicitation phase of this contract. After contract award the Government-Furnished Property List will be maintained in accordance with Clause H.4, Government Property and Data.

Other associated Government furnished items for the on-site personnel include: office space, office furniture, local area network services, parking facilities, and other services as described in the clause entitled "Government Provided Services".

H.6 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL (JAN 2000)

No Government-owned property, equipment, or materials will be removed from the National Energy Technology Laboratory without prior written permission from the Contracting Officer or his/her designee.

H.8 ORDERING PROCEDURE (DEC 2000)

Performance under this contract shall be subject to the following ordering procedure:

The Contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Task Orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer (CO).

The Contracting Officer will issue a Task Proposal Request to the Contractor identifying (1) the type of task order and the task to be performed, (2) the task performance requirements, (3) the desired schedule of performance, (4) deliverables and required delivery dates, and (5) any special instructions. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the Government-

Furnished Property List of this contract as well as in the individual Task Orders.

Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A modification to the Task Orders will be identified by an alpha designation following the existing Task Order number indicating the revision sequence.

The Contractor shall submit within ten (10) calendar days, after receipt of each Task Proposal Request issued by the Contracting Officer, a one-time Contractor Task Management Plan. The Task Management Plan is the Contractor's overall estimate for the completion of the Task Order and shall include the following:

- (1) Directive Productive Labor Hours (DPLH) by labor category on a monthly basis, including overtime (if authorized), and total DPLH, including subcontractor and consultant DPLH, if applicable.
- (2) Travel, training, equipment, and materials estimate.
- (3) Estimated computer time and cost, if applicable.
- (4) Other pertinent information (e.g., indirect costs, inter-divisional transfers).
- (5) Estimated subcontractors and consultants costs, including DPLH if applicable. (Subcontractor and consultant costs need to be provided at same level of detail as the prime).
- (6) The total estimated cost, the proposed maximum award fee or fixed fee for completion of the Task Order, and a monthly cost plan. For Fixed Price Task Orders, the Contractor will provide a total firm fixed price.
- (7) Date of commencement of work, and any necessary revision to the schedule of performance.
- (8) Information responsive to any special instruction in the Task Order Request.

Task Proposal requests and Task Orders will be issued in writing, unless other wise authorized by the Contracting Officer.

The Contractor's Task Management Plan is subject to the review of the Contracting Officer or designee. After a Task Order is issued and the Contractor becomes aware that the estimated cost or level of effort will vary from the Task Management Plan (more than + or – 10% variance), then the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Management Plan with explanatory notes.

This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Completion Dates," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

H.9 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)

The key personnel, which include the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

<u>Name</u>	<u>Title</u>
[]	[]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer, with concurrence of the Contracting Officer's Representative.

H.10 TRAVEL AND PER DIEM COSTS (FEB 1998)

Costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

H.11 TRAVEL (EDUCATIONAL INSTITUTIONS) (SEPT 1998)

Costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the charges normally allowed by the Contractor's institutional travel policy and are in accordance with the limits and principles set by the OMB Circular A-21 for such costs.

H.12 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS (OCT 1998)

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontracts, which were evaluated during negotiations:

[]

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. All subcontracts and/or consultants must contain all applicable flow-down clauses contained in Part II, Section I.

H.13 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY (FEB 1998)

To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.

To the extent a subcontractor is eligible to recover yet does not propose as an element or proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the higher tier subcontractor or the prime Contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:

Waiver of Facilities Capital Cost of Money (FAR 52.215-17, OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

The Contractor agrees to insert the substance of this clause, including this paragraph (c) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

H.14 LEVEL OF EFFORT (JUNE 2003)

In the performance of Task Orders issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.

The DPLH delineated in Part I, Section B, are provided for estimating purposes. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH identified in Part I, Section B. The Contractor shall be required to provide all DPLH which may be needed to complete the Task Orders issued during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a contract modification issued by the Contracting Officer.

H.15 PERFORMANCE EVALUATION PLAN (PEP) (JUNE 2003)

The Contractor's performance will be evaluated in accordance with the Performance Evaluation Plan included in Part III, Section J, Attachment C. The Plan includes the criteria to be considered under each area evaluated and the percentage of award fee available for each area. The Plan may be revised unilaterally by the Government with notification of the change(s) provided to the Contractor at least fifteen (15) calendar days prior to the start of the evaluation period to which the change will apply. The Plan may be revised bilaterally anytime throughout performance of the contract.

H.16 PERFORMANCE BASED AWARD FEE (SEP 2003)

(a) AWARD FEE DETERMINATION

- (i) The Government shall, at the conclusion of each evaluation period, evaluate the Contractor's performance for a determination of performance based award fee earned. The Government will validate, by appropriate means, the information in the Contractor's self evaluation.
- (ii) The Contractor agrees that the determination of performance based award fee earned will be made solely by the Government FDO and such determination is binding on both parties.

- (iii) The evaluation of the Contractor's performance shall be in accordance with the Government's Performance Evaluation Plan (PEP) as indicated in Clause H.15 entitled "Performance Evaluation Plan (JUNE 2003)". The Contractor shall be promptly advised in writing of the FDO's determination and the reasons why the performance fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with the (PEP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract and order requirements, regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of performance which is specified in the Performance Evaluation Plan, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

(By way of example, in the ES&H area, the FDO may withhold the entire performance fee for the evaluation period in which the contractor's negligent or poor performance results in: (1) creation of a dangerous work environment; (2) liability, or risk thereof, to the Government; (3) death or injury to one or more workers; or, (4) notice(s) of violations being issued by regulatory agencies.)

- (iv) Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

(b) CALCULATION OF AVAILABLE AWARD FEE

The available fee pool will be established on each cost plus award fee task order issued under this agreement prior to the beginning of the evaluation period based on the Contractor's proposed task management plan(s). The pool will be expressed as a discrete dollar amount, not as a percentage of the plan, and will be based on the amount negotiated and agreed upon. Upon completion of the review and adjustment process identified in paragraph (c) below, the plan, as adjusted, will be used as the basis for establishing the available fee pool for the next evaluation period.

(c) REVIEW AND ADJUSTMENT OF AVAILABLE AWARD FEE

A meeting with the COR, CO, and Contractor will be held immediately following release of the Cost Management Report (CMR) for the fourth month of the evaluation period to review, on a task order by task order basis, any significant variances between planned costs and actual costs incurred. For the first evaluation period, the meeting will be held following the release of the CMR for the third month. The COR and the Contractor will provide the CO with information concerning the variance(s) such that a determination may be made as to whether an adjustment in the fee pool for a particular task order is appropriate. Variances between planned and actual costs in task order performance are assumed to fall into one of the following three categories:

- (i) Actuals are less than planned due to Contractor management practices and cost saving efforts. No adjustment to the fee pool would be justifiable in this case. Overruns attributable to the Contractor will not increase the available fee pool.
- (ii) The work schedule, for whatever reason, has slipped, causing the work and its associated costs to move to a future performance period. In this case, the fee dollars should migrate with the work and a straight-line adjustment to the available fee would be appropriate.
- (iii) Actuals may underrun plan due to imprecise or changing scope. Some adjustment to the pool should be made, but a straight line adjustment may not be appropriate. Overruns that can be attributed to scope issues may result in an increase to the available fee pool.

Any adjustments to the available fee pool will be incorporated into a modification prior to the closing of the evaluation period.

H.17 CONFIDENTIALITY OF INFORMATION (MAY 1998)

To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (a) Information which, at the time of receipt by the Contractor, is in the public domain;
- (b) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (c) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (d) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

H.18 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)

The Representations, Certifications and Other Statements of the Offeror for this contract are hereby incorporated by reference.

H.19 MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS (NOV 1997)

In the performance of this contract the Contractor shall comply with the requirements of the following U.S. Department of Labor Wage Determinations which are included in Part III, Section J, Attachment E to this contract.

<u>Number</u>	<u>Revision No.</u>	<u>Date</u>
1994-2451	24	6/4/2003
1994-2573	20	5/30/2003

1999-0169	2	10/01/2003
1999-0577	3	05/01/2003
1999-0575	2	03/18/2003

There are currently two Collective Bargaining Agreements (CBAs) for each of the Morgantown and Pittsburgh sites. In accordance with the Department of Labor, where identical labor categories appear in more than one CBA for the same geographic area the higher wage rate prevails.

H.20 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (MAY 2001)

The Contractor shall cooperate fully with all other on-site DOE Contractors (including, but not limited to, support service, architect and engineering, janitorial, computer operation Contractors, or consultants) and Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or the Principal Contracting Officers Representative. The Contractor shall not commit, or permit, any act which will interfere with the performance of work by any other Contractor or by Government employees.

H.21 INSURANCE -- MINIMUM REQUIREMENTS (JULY 2000)

In accordance with FAR 52.228-7 (Section I), the Contractor shall provide insurance in the minimum amounts as set forth below. The required amount of insurance to be carried by the Contractor under this section may be changed upon the Government's written notice to the Contractor.

(a) Worker's Compensation and Employer's Liability.

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. The Contractor shall obtain employer's liability coverage of at least \$100,000.

(b) General Liability.

The Contractor shall obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability.

The Contractor shall obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles, including Government furnished vehicles, used in connection with performing the contract. The Contractor shall obtain coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

H.22 POSITION QUALIFICATIONS (APR 1984)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" located in Part III, Section J, Attachment D to this contract, except as the Contracting Officer may authorize.

H.23 COMMUNITY COMMITMENT (JUNE 2003)

It is the policy of NETL to be a constructive partner in the geographic region in which NETL conducts its business. The basic elements of this policy include: (1) recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the

community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above.

H.24 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (NOV 1997)

ADPE requirements which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

H.25 IDENTIFICATION BADGES - NETL (JAN 2000)

All personnel working at the National Energy Technology Laboratory will be required to wear identification badges at all times. Identification badges will be assigned to a Contractor official for issuance to the personnel employed for work under this contract.

H.26 CONSERVATION OF UTILITIES (JUNE 2003)

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas essential for purpose of safety and security.

H.27 GOVERNMENT PROVIDED SERVICES (JUNE 2003)

The Government shall provide the following on-site services. The Contractor shall use these services for official use only, in performance of the required services specified in this SOW.

- (a) Utilities: The Government shall provide electricity, water, lights, sewage, and heating or cooling.
- (b) Mail Distribution: The Government shall provide mail pick-up and delivery of official mail.
- (c) Postage: Government-provided postage is restricted to official correspondence.
- (d) Telephone: Telephones shall be provided for Contractor-personnel to make official local and long distance calls. The Contractor shall be responsible for reimbursing the Government for telephone service calls to repair, modify, replace, etc. due to Contractor employee negligence, misuse, or damage.
- (e) Custodial Service: The Government shall provide custodial services to include emptying of trash cans and vacuuming and shampooing of carpeted areas in Government-furnished facilities.
- (f) Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities.
- (g) Insect and Rodent Control: The Government shall provide insect and rodent control in Government-furnished facilities. The Contractor shall notify the COR if the facilities appear to be infested.
- (h) Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL's Graphics and Printing facilities for the productions of documentation required in support of this SOW.
- (i) Equipment Maintenance: The Government shall maintain equipment whose maintenance is not obtained through this contract.

- (j) Security Police and Fire Protection: In case of emergency, the Contractor shall notify the Security Office immediately. The Contractor shall obtain these phone numbers from the COR and keep them posted and up to date at all times.
- (k) Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required in this SOW (e.g. travel and training).

H.28 SECURITY AND PERSONNEL REQUIREMENTS (JUNE 2003))

(a) GENERAL RESPONSIBILITIES

The Contractor shall be responsible for complying with the provisions of NETL's unclassified security program. The Contractor shall cooperate with the Computer Security Program Manager (CPPM) and the Contracting Officer's Representative (COR) in all information security matters.

(b) CLASSIFIED MATERIAL

NETL normally does not handle classified material so the Contractor shall abide by all provisions of the Department of Energy (DOE) Order 205.1 "Unclassified Computer Security Program" (incorporated by reference). However, "on request" services provided by the Contractor off-site for other Government agencies may require access to classified materials and appropriate security clearances for contractor personnel performing the services.

(c) ACCESS TO FACILITIES

The Contractor shall prohibit access to Government-furnished facilities of any persons other than authorized Government and Contractor employees, unless prior approval is obtained from the Contracting Officer (CO) or appropriate COR.

The Contractor shall maintain the security within the facility. Anyone entering the facility who does not have a valid NETL identity badge must be processed through NETL's Visitor Registration process at NETL's Security Office or main lobby and must obtain a visitor identification badge and be escorted by a NETL representative. All personnel who have not been issued a NETL identity badge shall be escorted.

(d) PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding and securing all Government property provided for use under this contract. The Contractor shall notify the COR within 24 hours after discovery of any missing Government property.

(e) KEY CONTROL

The Contractor shall ensure there is adequate control of keys and access cards to preclude the loss, misplacement or unauthorized use and access to Government equipment and facilities. The Contractor shall not duplicate keys issued by the Government.

In the event the Contractor loses Government keys, the Government shall replace, or re-key, all keys or locks, as the Government deems necessary. The Government shall deduct the total cost for replacing locks and keys from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and deduct the total cost for replacement from the monthly payment due to Contractor; or at the Government's discretion, the Government shall require the Contractor to replace locks and keys to the COR's satisfaction.

The Contractor shall report any occurrence of a lost or misplaced key to the COR within 4 hours of discovering that a key has been lost or misplaced. The Contractor shall provide a follow-up report, in writing, to the COR within 24 hours.

The Contractor shall prohibit the use of Government-issued keys by any persons other than the Contractor's authorized employees.

(f) **COMBINATION CONTROL**

The Contractor shall ensure there is control of combinations for cipher locks. The Contractor shall notify the COR within one workday after termination of employment of all Contractor employees who have access to the combination. The Contractor shall establish and implement methods to ensure that no lock combinations are revealed to unauthorized persons. The procedures shall be included in the Contractors Quality Control Program.

(g) **PERSONNEL AND SECURITY**

(1) Building Access: The Contractor shall require all contract employees' to complete the appropriate forms for computer and Building access security.

(2) Identification Badge: The Contractor shall obtain an identification badge for each Contractor employee from NETL Security prior to entry on duty. Contractor employees shall display this identification badge at all times within NETL facilities. Contractor shall be responsible for returning badge of departing employee to Security.

(h) **DATA SECURITY**

All information, whether stored in the computer, in hard copy form, or on magnetic media, shall be protected from disclosure, and unauthorized modification or destruction at all times. Contractor personnel shall take all precautions to protect the information and programs and shall report all suspected violations to the COR or CSPM.

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by the Privacy Act of 1974 or The Freedom of Information Act (5 USC, Section 552). The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to take reasonable measures to protect it from unauthorized modification or destruction, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, and not to authorize or permit others to do so. The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in his possession, to those employees needing such information to perform the work provided herein (e.g. on a "need to know" basis). The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

H.30 INDIRECT COSTS (NOV 1997)

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the Contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program.

H.31 CONTRACTOR PRESS RELEASES (APR 1998)

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.33 PERMITS AND LICENSES (AUG 1999)

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of ES&H approvals (e.g., permits and licenses) that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

H.34 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS (JUNE 2001)

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on preliminary designs/drawings and/or environmental assessment activities in support of the NEPA determination process, or in a manner consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied. In the event that the Contractor expends its own or third party funds on activities not authorized by this provision, such expenditures are entirely at the Contractor's risk that DOE's NEPA analysis will support such activities.

H.35 ENVIRONMENTAL MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT CONSIDERATIONS (ISO 14001) IN NETL CONSTRUCTION AND ON-SITE CONTRACTS (MAR 2003)

The Contractor must be knowledgeable of NETL Environmental Management System (EMS) policy and Environmental Aspect considerations as these relate to the work to be performed. The Contractor must be aware of NETL's Environmental Aspects and how their work could adversely affect or create additional aspects. Specific information on NETL's system and policy can be accessed through NETL's internet address (<http://www.netl.doe.gov>).

Specifically, NETL Procedure 450.4-9 (Management of Environment, Safety and Health Aspects of Contracts and Financial Assistance Awards) and NETL Procedure 440.4-12 (ES&H Requirements for Off-Site Contractors Working at NETL) must be followed, as applicable. In addition, the following DOE/NETL form must be completed for on-site activities: Significant Environmental Impact Scoring Matrix (NETL Form 450.1-2) and ISO-14001 Screening Analysis Questionnaire (NETL Form 450.1-4).

H.36 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS (MAR 2003)

- (a) The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of his/her employees, DOE/NETL employees, and the public, and to prevent damage to the environment and DOE/NETL-owned materials, supplies, equipment, facilities, and any other DOE/NETL-owned property.
- (b) The Contractor shall comply, as a minimum, with the requirements of DOE/NETL's environment, safety, and health (ES&H) programs as implemented through DOE and its support Contractor staff. These programs are based on implementing DOE/NETL's Focused-Standards List, which is compendium of

applicable Federal, state, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall, as a minimum, comply with the procedural, record-keeping, and reporting requirements of these DOE/NETL's ES&H programs and their supporting DOE/NETL's directives. The major reporting requirements are outlined in DOE Order 231.1, Environment, Safety, and Health Reporting, current version. Where conflict exists among the standards' requirements, the most protective shall be adopted, unless relief is provided by the CO. In order to provide consistent application of ES&H requirements across the DOE/NETL sites, the Contractor shall, to the maximum extent possible, utilize existing DOE/NETL directives.

- (c) The Contractor shall generate and implement an integrated safety management (ISM) plan describing how the Contractor will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy (current version) and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2 (current version) into the planning, budgeting, execution, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five functions (i.e. defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities, and (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e. workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities, balanced priorities, identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization). The Contractor shall discuss in this plan how the execution of the plan will successfully and cost-effectively integrate with NETL's own ISM, ES&H, and EMS/ISO programs. Performance metrics shall be included in the plan. The Contractor shall submit the plan to the Contracting Officer for review and approval within 30 days after the date of contract award. This plan shall be updated on an annual basis.
- (d) The Contractor shall adhere to applicable sections of DOE Order 450.1, Environmental Protection Program, current version (see <http://www.directives.doe.gov/serieslist.html> to access DOE Orders). The Contractor shall be knowledgeable of the specific NETL Environmental Management System (EMS) as outlined in NETL Order 450.1 – Environmental Management System, current version, and its requirements, including NETL's EMS policy, environmental aspects, environmental objectives, and environmental targets. In particular, the Contractor shall relate this information to their work to be performed in order to proactively implement NETL's environmental policy (i.e., prevent pollution, comply with ES&H regulations, improve continually, conduct safety analysis and reviews, and minimize wastes) and to manage the environmental aspects that are applicable to the planning and execution of their work. In addition, the following DOE/NETL forms must be completed for general and unique on-site activities: Significant Environmental Impact Scoring Matrix (NETL Form 450.1-2) and ISO 14001 Screening Analysis Questionnaire (NETL Form 450.1-4). Specific information on NETL's EMS and policy can be accessed through NETL's Internet address (<http://www.netl.doe.gov>).
- (e) The Contractor shall follow the applicable NETL directive(s) on conducting safety analysis and reviews (e.g., NETL Procedure 421.1-1, R&D Safety Analysis and Review System; NETL Procedure 421.1-2, Support Operations Safety Analysis and Review System, and/or NETL Procedure 421.1-3, Facility Safety Analysis and Review System, current version), and shall implement the requirements resulting from such analysis and review.
- (f) Contractor personnel shall take NETL ES&H mandatory training (e.g., mandatory due to the nature of job being performed or due to site-wide requirements). The Contractor shall give safety briefings to personnel and maintain records of attendance for periodic safety briefings conducted by supervisors.
- (g) The CO shall notify the Contractor, in writing, of any non-compliance with the provisions of this clause. After receipt of such notice, the Contractor shall immediately begin to take corrective action. In the event that the Contractor fails to comply with DOE/NETL's environment, safety, and health requirements, the CO may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for work resumption may be issued by the CO. The

Contractor shall make no claim for an extension of time, or for compensation or damages by reason of, or in conjunction with, such work stoppage.

- (h) The Contractor shall include this environment, safety and health clause in all subcontracts requiring work at the DOE/NETL sites. However, such flow down of responsibility shall not relieve the Contractor of its obligation to assure compliance with the provisions of this clause.
- (i) The DOE or its authorized representative shall have the right to inspect any areas or facilities occupied by the Contractor.
- (j) The Contractor shall provide record keeping information, such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.
- (k) Accidents or incidents resulting in human injury and/or property damage are to be reported immediately to the CO or his/her representative. Notification, recording, and reporting requirements for accidents and/or incidents shall be conducted in accordance with 29 CFR 1904 and 1910. The CO or his/her representative shall be provided with copies of all OSHA-required documentation within 10 days of the accident and/or incident.
- (l) The Contractor shall maintain an accurate record of on-site hours worked and shall provide this information to the CO or his/her representative upon request.
- (m) The Contractor shall collect metrics on environment, safety, and health performance as determined by NETL in addition to those contained in their ISM Plan [NOTE: indicators will change with time. The following indicators are examples of those recently incorporated in site-support contracts]: Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked); Lost Work Day Case Rate (total number of OSHA-defined lost work day cases/total hours worked); Occupational safety and health cost index (approximate amount of dollars lost [indirect and direct] per 100 hours worked for all injuries/illnesses), and Hazardous Waste Generated (total cubic feet of hazardous waste shipped).
- (n) The Contractor shall abide by the requirements of NETL Procedure 541.2-1A, Affirmative Procurement Program (current version) that establishes "Green Procurement".
- (o) NETL depends on volunteers to staff its emergency response organization (ERO), including the hazmat/rescue team. The Contractor shall allow participation of employees in NETL's site-wide emergency response program. The degree and quality of participation may be used as a performance metric. Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

H.38 QUALITY ASSURANCE/QUALITY CONTROL (JUNE 1998)

The Contractor shall implement the DOE work using Quality Assurance/Quality Control measures as appropriate to:

- (a) Achieve accuracy, precision, and reproducibility of data adequate to fulfill the objectives of the work to be performed under this award;
- (b) Control experimental operations using accepted technical standards, instruction, and other appropriate means commensurate with the complexity and the risk of the work;
- (c) Identify, control and maintain components, equipment, facilities, hardware and materials;

- (d) Control handling, storage, and shipping. Cleaning and preservation to prevent damage, loss or deterioration;
- (e) Control calibration, maintenance, accountability, and use of measuring and testing equipment used for monitoring and data collection;
- (f) Ensure that designs use sound engineering/scientific principles and appropriate standards and demonstrate that equipment and processes performed as intended;
- (g) Ensure that purchased items and services meet established specifications and requirements;
- (h) Incorporate inspections as appropriate;
- (i) Continually improve the quality of the work done for DOE through the improvement of work practices guided by internal performance assessment.

H.39 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (JAN 1999)

- (a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.
- (b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.40 HAZARDOUS WASTES MANIFESTS AND LABELS (MAR 2003)

The Contractor shall not identify, on wastes manifests or container labels or otherwise, DOE or NETL as the owner or generator of hazardous wastes without written permission, signed by either NETL's Director or both NETL's Contracting Officer and NETL's ES&H Division Director, unless expressly and specifically permitted by the contract.

H.42 LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 2002) (JAN 2002)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE "Lobbying Brochure" which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal Contractors can be found at

<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Lobbying+Brochure?OpenDocument>

SECTION I - CONTRACT CLAUSES

SECTION I CLAUSES ARE PROVIDED AS A SEPARATE ATTACHMENT ENTITLED “41817-SECTION-I.PDF

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS/EXHIBITS (MAR 1999)

ATTACHMENT	DESCRIPTION
A	Statement of Work
B	Reporting Requirements
B-1	Cost Management/Invoice Detail/Summary Staffing Report Forms
B-2	Contract Organization Chart
C	Performance Evaluation Plan
D	Position Qualifications
E	Wage Determinations/Collective Bargaining Agreements
F	Sample Small Business Subcontracting Plan
G	Performance Guarantee Agreement
H	Site Visit Registration Form

J2 ATTACHMENT A – STATEMENT OF WORK

RESEARCH AND DEVELOPMENT SUPPORT (RDS) SERVICES FOR THE NATIONAL ENERGY TECHNOLOGY LABORATORY (NETL)

The goal of this procurement is to provide RDS Services for the NETL. The following format has been used for this Statement of Work (SOW):

- 1.0 Background
- 2.0 Scope
- 3.0 Applicable Documents
- 4.0 Technical Service Areas/Management Performance
- 5.0 Performance Requirements Summary
- 6.0 Notes/Guidance
- 7.0 Glossary

1.0 BACKGROUND

1.1 General

National Energy Technology Laboratory (NETL) is owned and operated by the U.S. Department of Energy (DOE). NETL implements research, development and demonstration (R&D) programs to advance energy and energy-related environmental technology. The DOE Assistant Secretary for Fossil Energy is NETL's Lead Program Secretarial Officer. Currently, the greatest portion of funding to NETL comes from DOE's Office of Fossil Energy; the remainder comes from other DOE programs (e.g., the Office of Energy Efficiency and Renewable Energy and other Federal agencies). Figures 1 and 2 provide recent NETL budget information.

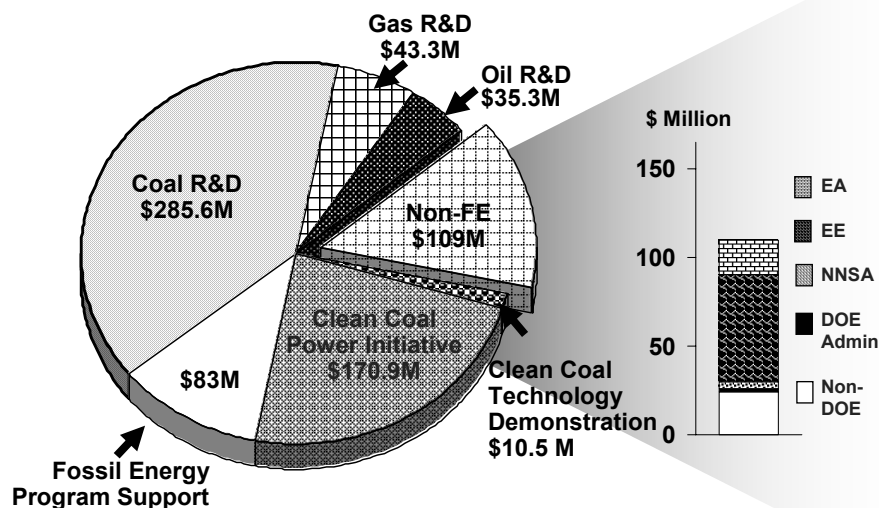


Figure 1. NETL's FY2004 budget distribution

NETL conducts R&D activities both on-site through its in-house research organization and off-site through financial assistance agreements (i.e., grants and cooperative agreements) and contractual arrangements. The nearly 1,300 R&D projects in NETL's portfolio are conducted in partnership with industry, universities, other national and

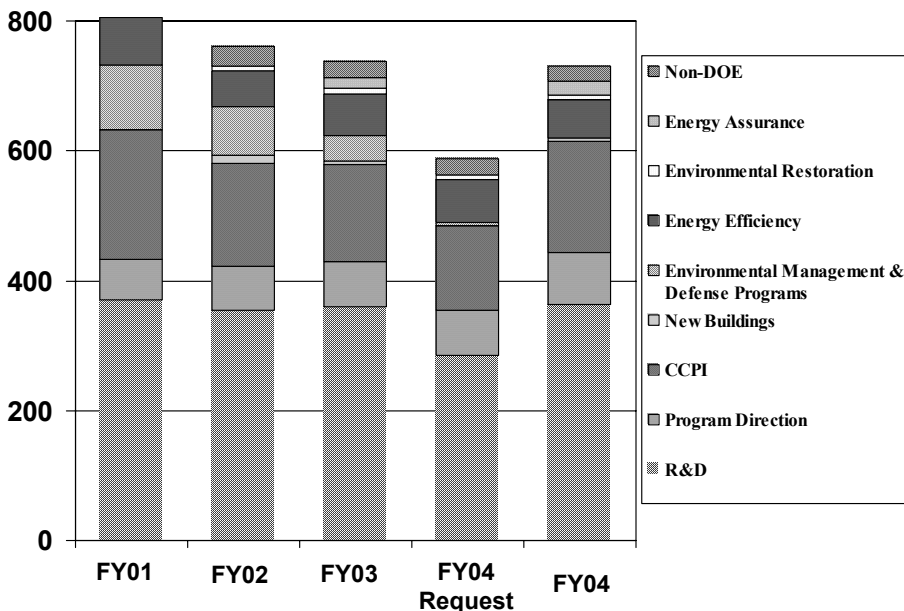


Figure 2. NETL budget history (M\$)

Federal laboratories, private research organizations, and other Federal and state agencies. The hallmark of NETL is the ability to assemble industrial, academic, and Governmental resources to create know-how and technology to address energy issues.

NETL Federal employees conduct various functions; specifically they perform in-house R&D activities, implement contracted R&D efforts, perform analysis to support policy development, and establish partnerships through licensing and Cooperative Research and Development Agreement (CRADA) activities. NETL has the authorities of a DOE operations office integrated with the implementing functions typically conducted by DOE Management and Operation (M&O) Contractors. About 550 Federal employees work on-site at NETL. The staff also includes over 550 Contractor employees who support NETL's activities.

Over one half of NETL's R&D activities are carried out by industry. This emphasis on partnering with the business community is essential to NETL's mission. To be successful, the advanced technologies emerging from NETL's research programs must be commercialized. Private-sector involvement brings about a better understanding of end-user needs and helps assure that the new technologies will gain rapid acceptance in the marketplace. Therefore, collaboration and cost-sharing with the private sector throughout the R&D process provides an intrinsic technology transfer mechanism that accelerates the deployment of new technologies. In addition, the researchers at NETL apply advancements in science to develop new technologies to address emerging issues.

1.2 Mission and Vision

NETL's primary mission is conducting and implementing science and technology programs to resolve the environmental, supply, and reliability constraints of producing and using fossil resources. This work is segmented according to coal, oil, and gas programs. Additional information on NETL's R&D programs can be found at www.netl.doe.gov.

NETL's vision is to be the preferred provider of energy technology and policy options that benefit the public. To do this the laboratory will strive to:

- Accelerate the advancement of energy science and technology by strengthening its existing workforce, attracting new, high-level researchers, and establishing state-of-the-art facilities.

- Create a research environment that fosters multi-disciplinary collaboration, creativity, and innovations to enable NETL to bring about major improvements in the cost, environmental performance, and reliability of energy services.
- Address energy and environmental issues through partnerships with research institutions, the private sector, and Government agencies.
- Promote economic development by supporting the commercialization of technology and developing strong collaborations with academic institutions, other laboratories, and businesses.
- Utilize effective management practices that best transfer advancements in science and technology into viable energy and environmental options that can be deployed by energy and related industries and that benefit the public.

1.3 NETL Program and Technical Support Areas

1.3.1 Technology Sectors

Overall, NETL's activities to advance energy and energy-related environmental technology are organized by Technology Sectors. NETL's Technology Sectors to be supported by the Contractor shall include, but not be limited to, the following:

- *Coal and Power Systems* – conducts R&D, as well as studies to support policy development, in the areas of advanced combustion technologies, gasification technologies, carbon sequestration, environmental control technologies, fuel cells, turbines, and hybrid technologies.
- *Natural Gas Technology* - conducts R&D, as well as studies to support policy development, in the areas of natural gas exploration, production, transmission, and storage.
- *Petroleum Technology* – conducts R&D, as well as studies to support policy development, to improve the efficiency and environmental quality of domestic oil operations.
- *Energy Policy Support* – conducts analytical studies to support the development of sound energy policy.
- *DOE Office of Energy Assurance* – conducts R&D and analyses to examine and maintain the integrity of the energy infrastructure (e.g., electricity production, processing, transport, storage and utilization). Within the energy assurance arena, supports analyses of critical energy assets, energy sector emergencies, technology development and application, as well as training activities at the Energy Infrastructure Training and Analysis Center (EITAC).
- *DOE Office of Energy Efficiency/Renewable Energy (EERE)* - provides as requested quality solutions in EERE program lines (e.g., distributed energy, Freedom Car, building technologies, weatherization initiatives, Federal energy management program, mining industrial technology programs, biomass activities to include black liquor activities, hydrogen and fuel cell initiatives).
- *Other Energy Initiatives* – supports national-level, advanced initiatives as requested from other DOE Offices (e.g., National Nuclear Security Administration, Engineering and Construction Management and Legacy Management) and non-DOE activities including Homeland Security (e.g., critical infrastructure interdependencies; technology transfer; data/product sharing; all-hazards emergency response; non-proliferation of hazardous nuclear material).

1.3.2 In-House R&D Focus Areas

From among the various Technology Sectors discussed above, NETL's in-house R&D activities are organized into "Focus Areas." Focus Areas to be supported by the Contractor shall include, but not be limited to, the following:

- *Carbon Sequestration Science* – provides long-range options through research and field testing for sequestering carbon dioxide by geologic, ocean, and terrestrial methods.
- *Advanced Fuel Systems* – conducts research to advance conversion and separation processes, including performing work in hydrogen production, separation, and storage technologies; natural gas hydrates; catalyst and membrane development; and natural gas-to-liquids conversion.

- *Computational Energy Science* – develops computational models and mathematical simulations, including visualization techniques, to examine the behavior of engineered systems at various scales (ranging from the microscopic- to the complex system-scale).
- *Advanced Power Systems* – addresses emissions from advanced, coal-fired power systems by conducting R&D on the efficient separation and/or removal of selective species from the exhaust stream (e.g., the removal of sulfur species, small particles, or hydrogen from gas streams).
- *Environmental Research* – conducts research to minimize or abate environmental problems associated with the mining and use of fossil fuels in such areas as air pollution from conventional combustion processes (e.g., mercury emissions from coal-fired power plants), watershed analysis (e.g., characterization and abatement of acid mine drainage from shuttered coal mines), and by-product utilization (e.g., use of fly-ash resulting from coal-fired combustion processes).
- *Energy System Dynamics* – investigates the fundamental mechanisms of combustion and conversion under dynamic conditions to enhance the efficiency, flexibility, and reliability of fossil-based gas or liquid fueled technologies, such as turbines and fuel cells.

2.0 SCOPE

2.1 Framework

The Contractor shall have a sufficient level of expertise to successfully support the management and integration of all stages of science and technology development leading to commercially viable solutions.

Through this contract (solicitation), NETL seeks to access a highly capable, yet flexible, R&D support organization that can assist NETL in conducting its mission and achieving its vision.

2.2 Core Work and Variable Work

Under this contract the Contractor shall conduct both “core work” and “variable work.” Core work is defined as predictable, schedulable, and recurring work of a longer duration (typically 1 year or more) that supports NETL’s Federal activities and is typically conducted on-site.

“Variable work” is defined as shorter term activities conducted on an as-needed basis generally by off-site contractors at off-site locations. The Contractor shall provide off-site resources (typically through the variable work provision of this contract) that would augment core on-site R&D Contractor capabilities. The ability to draw on external resources provides NETL the ability to assemble a virtual capability on a project-specific basis. Some of these off-site resources (e.g., expertise and facilities) should be considered world-class or state-of-the-art. In addition, variable work could include performing work within the scope of the RDS SOW for other Federal agencies which come to NETL through Interagency Agreements.

2.3 Types of Services

In support of NETL’s R&D mission, the Contractor shall provide service to the Government by:

- Effectively conducting research, development, demonstration, and deployment operations, primarily on-site and, on request, off NETL sites.
- Marshalling high-quality off-site resources (e.g., facilities, equipment, and technical staff) to address expert and/or unique scientific or technological requirements that complement NETL on-site resources.
- Providing technical and economic analyses to assist decisions regarding investments in the R&D project portfolio, as well as formulating technology development and deployment strategies.
- Establishing partnerships with top-tier universities, other research institutions, the business community, and Government organizations to help the Government define issues, advance NETL scientific and technological capabilities, and foster the dissemination of knowledge and technology.
- Enhancing the on-site, state-of-the-art capability with respect to equipment, facilities, and research staff (including scientists, engineers, and technical analysts).

- Supporting Federal efforts to identify and develop new R&D program areas to advance energy technologies in both traditional and non-traditional Fossil Energy mission areas.
- Supporting NETL's pursuit of funding opportunities from other Government or private-sector organizations by providing applicable knowledge, skills, abilities, and resources.
- Establishing and operating graduate and undergraduate student internship, postdoctoral and senior research fellowship, faculty and senior research exchange, summer research participation, and other educational outreach programs to attract top-level researchers and students to NETL sites.
- Engaging the private sector to effect the commercialization and transfer of technology and promote regional business development.
- Providing cross-cutting and integrated environmental, safety, and health (ES&H) services at NETL sites (Morgantown, WV; Pittsburgh, PA; Tulsa, OK; and Fairbanks, AK), as well as upon request to the Albany Research Center located in Albany, OR. This ES&H support will be completely integrated with NETL's Federal ES&H programs and will provide matrixed support (through NETL Federal staff) to other on-site support Contractors. In particular, the Contractor will support DOE initiatives such as integrated safety management, certified environmental management systems, and associated continuous improvement activities.

2.4 General Characteristics of Work to Be Performed

The RDS services contract will be defined primarily (but not solely) by the following characteristics:

- Provide support to the entire NETL professional workforce, including R&D, systems, project, and technology managers.
- Utilize both on-site and off-site Contractor personnel to accomplish work.
- Conduct complex tasks that support multiple technical service areas listed in the SOW. These tasks are anticipated to require integration and synthesis of information and workflow. The desired result of these cross-cutting and integrated efforts is efficient and effective "life-cycle" management of R&D approaches and initiatives.
- Consist of predictable, longer-term tasks (under core work) with generally defined end objectives, but composed of smaller, serial subtasks (with more defined objectives) in which the results and deliverables of previous subtasks affect the design, deliverables, and specific objectives of subsequent subtasks.
- Provides for shorter-term tasks (under variable work) requiring unique and/or specialized resources and facilities to address specific technology barrier issues.
- Ensure that NETL has access to a diversity of top-level scientists and engineers with expertise appropriate to the laboratory's mission.

2.5 Resources

2.5.1 Contractor-Furnished Resources

The Contractor shall provide all personnel, facilities, equipment, materials, and supplies required to execute the work under this contract, except for that specifically identified as being provided by the Government in Section 2.4.2 of this SOW.

2.5.2 Government-Furnished Resources

See Provision H.4, Government Property and Data (SEP 2003).
See Provision H.27, Government Provided Services (June 2003).

2.6 Location of Performance

The primary locations for the performance of the work under this contract shall be at NETL sites in Morgantown, WV and Pittsburgh, PA. At NETL's request, work may also be performed at NETL's Tulsa, OK and Fairbanks, AK sites. Accomplishment of the work under this contract shall require some travel on the part of Contractor employees

among NETL sites, and between NETL sites and other locations.

3.0 APPLICABLE DOCUMENTS

The following documents will be available for the solicitation phase only and are posted on the Site Support Contractor Reading room at the following internet site: www.netl.doe.gov/business/solicit/ssc2003/index.html.

List of Current Contractor-Operated Experimental Test Facilities (Posted under Section 2.0 Referenced Documents in the SOW).

List of Current Contractor-Operated Analytical Equipment (Posted under Section 2.0 Referenced Documents in the SOW).

Sample ES&H Task (Posted under Section 6.0 Sample Task Order).

4.0 TECHNICAL SERVICE AREAS/MANAGEMENT PERFORMANCE

The work to be accomplished by the Contractor under this contract is divided into Technical Service Areas depicted in Sections 4.1 through 4.7, and management performance activities as depicted in Section 4.8.

4.1 Technical Service Area - Partnership Development

The Contractor shall assist NETL Federal staff, in both in-house and extramural research, in the conceptualization and conduct of activities associated with developing, expanding, or pursuing new, R&D program areas. These efforts shall include, but not be limited to:

- a. Marshalling top-flight off-site resources (e.g., facilities, equipment, and technical staff) to address expert and/or unique scientific or technological requirements that complement NETL resources.
- b. Working closely with the private sector and other partners to foster the dissemination of knowledge, affect the transfer and commercialization of technology, and promote regional business development.
- c. Establishing and operating graduate and undergraduate student internship, postdoctoral and senior research fellowship, faculty and senior research exchange, summer research participation, and other educational outreach programs to attract top-level researchers and students to NETL sites.

4.2 Technical Service Area - R&D Technology Planning and Analysis

The Contractor shall assist Federal staff in technology planning, analysis, and evaluation efforts that will enable NETL:

- a. to determine optimum R&D portfolios with respect to meeting long-term national and global needs, Presidential initiatives, Departmental goals, and program strategies while complementing the capabilities and efforts of other research institutions and the private sector and
- b. to support the budget planning process and the measurement of progress against performance targets, e.g., Government Performance Result Act (GPRA) requirements, Joule milestones, and Office of Management and Budget (OMB) R&D criteria.

These efforts shall include, but not be limited to:

- a. Providing expert analyses of complex energy issues that examine technological, societal, environmental, and economic factors to support policy development and strategic planning.
- b. Conducting assessments of world-wide scientific and technological progress towards specific energy issues, legislative requirements, and Departmental goals, and developing options for additional R&D to resolve remaining gaps and complement ongoing programs.
- c. Assessing the progress of R&D programs through targeted studies and independent review boards and recommending actions to optimize technical, management, cost, and schedule performance.

4.3 Technical Service Area - R&D Project Planning and Analysis

The Contractor shall support the Federal project planning and assessment in both in-house and extramural research. These efforts shall include, but not be limited to:

- a. Developing market-based product requirements and specifications for technologies and assessing project performance in meeting these requirements and specifications.
- b. Performing competitive analyses to ascertain the value of a technology (e.g., with respect to performance and cost advantages, as compared to baseline and emerging technologies and practices).
- c. Conducting engineering analyses to identify remaining scientific and technical issues for specified technology development efforts, recommending actions and marshalling resources to address the issues, and determining scale-up and balance-of-plant requirements (including developing and evaluating conceptual and detailed equipment/plant designs).
- d. Performing analyses related to environmental and other regulatory issues, including ascertaining the impact of proposed and existing legislation with respect to the intended applications of specified technologies, and providing recommendations to address those issues.
- e. Conducting analyses to ascertain the extent, feasibility, and timing of market acceptance, calculating valuations of specified technologies to assist in developing licensing and cost-sharing strategies, and developing commercialization plans that examine and compare technology transfer and deployment options.
- f. Developing work statements, including cost and schedule estimates, for proposed research and technology development efforts.
- g. Organizing efforts to conduct peer reviews of science and technology development projects, including identifying the appropriate external experts.
- h. Developing expert reports describing the performance of the research and technology efforts for dissemination to the research, regulatory, and business communities.
- i. Assisting in the preparation of documents supporting National Environmental Policy Act (NEPA) compliance, such as Environmental Assessments, Environmental Impact Statements, Records of Decision, Findings of No Significant Impact, Mitigation Action Plans, and other related documents, as well as coordinating and supporting public scoping meetings, public hearings, and other public forums.

4.4 Technical Service Area - Research and Development (R&D) Operations

The Contractor shall support R&D operations primarily on-site, but also, on request, at off-site locations including field testing sites. **For a hot link to the listing of current Contractor-operated experimental test facilities located at the Morgantown and Pittsburgh sites see Section 3.0, Application Documents of this SOW.** The R&D support activities include, but are not necessarily limited to:

- a. Developing implementation plans that may include recommended design, construction, and operation approaches, as well as detailed cost and schedule estimates, for new equipment/facilities or modifications to existing equipment/facilities.
- b. Designing, fabricating, installing, constructing, modifying, and altering on-site, small-scale R&D facilities and equipment. With respect to the construction of new large-scale facilities and equipment, as well as the modification of existing facilities or equipment that significantly impact a site's or building's structure, infrastructure, or utilities, work under this contract will be limited to the design of such systems. In these instances the Contractor will be expected to work with the site operations Contractor or other NETL Contractors. NETL will determine what constitutes large-scale versus small-scale facilities.
- c. Conducting experiments according to approved experimental plans including CRADAs. These experiments shall be planned and conducted according to NETL's quality assurance, ES&H, and other guidelines (as outlined in orders, operating plans, and procedures documented in NETL's directives system).
- d. Utilizing NETL's work control procedures for planning and execution of work associated with on-site operations and, where applicable, for off-site operations.

- e. Specifying and obtaining devices, equipment, services, supplies, and materials associated with R&D operations. This activity includes performing engineering calculations, conducting computer-aided design and modeling, determining materials specifications, providing quality assurance and quality control to fulfill design requirements, and preparing purchase requisitions.
- f. Developing process and instrumentation drawings (P&IDs) from engineering design plans. The Contractor shall provide a working knowledge of industry instrumentation standards, such as those of Instrument Society of America (ISA), and shall be capable of producing completed P&IDs which shall be suitable for construction of research projects.
- g. Programming distributed control systems and setting up data acquisition systems. The Contractor shall provide programming knowledge of distributed control system software, consistent with NETL operations, which is used to perform automated process control.
- h. Purchasing, installing, calibrating, and maintaining instruments (e.g., process measurement and control devices associated with NETL research projects), but not those associated with systems requiring site-wide interfaces (e.g., gas alarms, hazard alarms, fire alarms, or emergency notification systems).
- i. Providing training (e.g., specific and unique hazards training or operations training related to research operations) necessary for effective and efficient operations while ensuring a safe and healthful workplace environment.
- j. Formulating and modifying standard operating procedures and start-up, testing, inspection, and operating test plans.
- k. Performing facility inspections before, during, and after scheduled R&D operations.
- l. Acquiring, reducing, analyzing, reporting, archiving, and reviewing results from experimental units.
- m. Preparing, reviewing, and/or assessing criteria for process or component performance evaluations and process stream characterization data for inter-process comparison.
- n. Conducting or acquiring analytical measurements of physical and chemical properties of materials utilized in and generated by the R&D operations. This activity includes managing the labeling, shipping, data compilation and data reporting of the samples analyzed by off-site laboratories, as well as maintaining and upgrading hardware and software required for on-site measurement and data analysis. **For a hot link to the list of Contractor-operated analytical equipment see Section 3.0, Applicable Documents of this SOW.**
- o. Assisting in preparing and reviewing documents and packages dealing with ES&H requirements for R&D projects, such as Safety Analysis and Review System (SARS) requirements, environmental management system (EMS) requirements, and conduct of operations requirements.
- p. Providing QA/QC oversight for all activities associated with this contract, including the development and maintenance of a quality program that is consistent with the requirements of NETL and DOE orders.
- q. Reporting results of research projects through preparation of journal articles and other published papers, as well as presentations at technical conferences and other meetings, in collaboration with Federal scientists and engineers.
- r. On request, supporting R&D operations at off-site Federal facilities, Federally-funded facilities, or those sites having a cooperative relationship with NETL (e.g., supporting the installation, testing and performance validation of technology prototypes in the field).

4.5 Technical Service Area - Process Engineering Design and Analysis

The Contractor shall provide a broad spectrum of expert process engineering, cost estimating, and engineering analysis services that include, but are not necessarily limited to:

- a. Performing process engineering, such as: developing and evaluating conceptual process designs, process equipment designs; designs for process optimization, functional specifications, performance estimates, and economic evaluations for energy, environmental, and other processes, facilities, and process equipment; and, preparing system design reports, conceptual design studies, and/or reference plant design studies in sufficient detail and quality for publication.
- b. Preparing cost estimates and analyses of capital and operating costs for technologies and processes, performing cost analyses, cost-benefit analyses, economic analyses, and impact studies and developing economic evaluation techniques for the assessment of key process systems, alternative process designs, alternative program/project implementation strategies, energy and/or environmental R&D projects,

- schedules, construction plans, and other factors; analyzing costs for factors such as site locations, viability of participant financing, environmental factors, and transportation costs that may impact the process.
- c. Supporting the application of cost estimation software, such as Icarus[®], to develop cost estimates and cost analysis; developing and documenting specialized cost models for equipment not contained in existing cost model libraries; developing integrated applications of Icarus[®] with other software systems such as ASPEN Plus[®].
- d. Participating in independent assessments, validations, assessments of project cost estimates and schedules, uncertainty and project technical risk analyses, and cost risk analyses and reporting on the results.

4.6 Technical Service Area - Computational Research, Simulation, and Visualization

The Contractor shall provide a broad spectrum of technical and engineering expertise to support computational research, simulation, and visualization efforts, primarily for in-house research. This work will include the development, application, modification, verification, testing, documentation, reporting, and maintenance of computational methods that can be used to examine systems at various scales and complexities. Applications of computational sciences at NETL include computational chemistry, dynamic simulation, predictive-rating modeling, process optimization, parametric studies, watershed analysis, and the design of process units or plants, as well as regional and national energy systems, with the projection of technical, economic, and environmental performance. Support efforts shall include, but not necessarily be limited to:

- a. Developing, evaluating, validating, applying, interpreting, and preparing reports on environmental representation, process, evaluation, impact, and decision models for all media (e.g., air, water, and soils).
- b. Analyzing and integrating geological, geochemical, and geophysical data from commercial and Government databases; generating three-dimensional geological models for use in resource assessment and recovery analysis; developing geologic screening models; developing, testing, and validating natural gas systems models; analyzing hydrocarbon reservoirs and basins; and providing drilling and stimulation methods studies and site selection studies for fuel projects, including gas hydrates.
- c. Developing, evaluating, validating, documenting, and testing system simulations and engineering process models using ASPEN[®], or any of its versions, to ensure compatibility with available simulation codes and commercially available simulators. Providing support to NETL tasks with ASPEN[®], or other simulators, and incorporating improved capabilities into ASPEN[®]. Evaluating other hardware or software products, such as a desktop process simulator to complement ASPEN[®] that could enhance NETL capabilities.
- d. Developing, evaluating, validating, documenting and testing simulations and models using energy system models such as NEMS, GEMSET, and macro-economic models such as DRI's to analyze energy systems and markets. Providing support to NETL tasks with NEMS, GEMSET, or others, to incorporate improved capabilities into these models.
- e. Providing technical assistance and service for specialized hardware and software systems, such as ASPEN[®], Icarus[®], ICEM[®] or ICEM-CS[®], DIPPR[®], GATE[®], WAVE[®], GT/PRO[®], and PC-Trax[®], the archival system, and other software development. Supporting maintenance of specialized computer hardware, software, archival, and documentation systems required to perform functions under this task area.
- f. Developing, evaluating, validating, applying, interpreting, and preparing reports on global climate change models that simulate the engineering, economic, and environmental impacts of climate mitigation strategies, including various sequestration options. These models include, but are not limited to, MARKAL[®] and IPM[®].
- g. Providing technical expertise and support in the area of computational chemistry modeling comprising activities related to the development and application of methods for obtaining fundamental information on molecular processes at small time and distance scales (10^{-15} s to 10^{-6} s and 10^{-10} m to 10^{-6} m). These include *ab initio* and first principles calculations (e.g., density functional theory), molecular dynamics and Monte Carlo simulations, transition state modeling, and kinetics modeling
- h. Providing application, custom model development, and model validation for simulations describing advanced power generation components and systems using FLUENT[®] and MFX computational fluid dynamics software; ANSYS finite element analysis software; CHEMKIN[®] chemical kinetics software; and process modeling software including ASPEN Plus[®], ASPEN Custom Modeler[®], ASPEN Dynamics[®], and the ASPEN[®]-FLUENT[®] and REI advanced power systems software.

- i. Providing technical expertise, assistance, and support for application and custom development of visualization, virtual reality, and post processing software, including 3D Studio Max[®]; VRtools[®]; ENSIGHT[®]; FLUENT[®]; MFX; and AVS[®].
- j. Providing hardware and software support for setup and operation of the following computer and visualization systems: scientific local area networks, including maintenance of network security; Linux[®]-based PC clusters; individual research workstations; RAID data storage systems; visualization laboratory facilities; and a high-speed gigapop connection to the Pittsburgh Supercomputer Center. Also to be provided is software installation and administration for all research software packages and developing requirements and specifications for purchases of research computer systems and software.
- k. Providing hardware and software support for NETL R&D activities associated with the supercomputer system located at the Pittsburgh Supercomputer Center and under the Supercomputing Science Consortium ((SC)²) agreement, including using supercomputer time for NETL researchers and Contractors; code modifications for parallel computers; scheduling software archiving and retrieval of large data files in its existing facility; assistance and advice on connecting to and using high speed networks such as Esnet; and operating, testing, coordinating, and scheduling the use of a supercluster of computers to be established under the (SC)² agreement.
- l. Reporting results of research projects through preparation of journal articles and other published papers, as well as presentations at technical conferences and other meetings, in collaboration with Federal scientists and engineers.

4.7 Technical Service Area - Environmental, Safety, and Health Assurance

The Contractor shall provide ES&H assurance and Integrated Safety Management (ISM) support to all of NETL, including supporting on-site research and site operations. The task is primarily in support of and aligned with the current functions of NETL's Environmental, Safety, and Health Division and the execution of its mission. This mission includes conducting risk assessment, risk reduction, and risk management activities for NETL. Much of the work is geared toward providing assistance through consulting services and implementing requirements within existing DOE/NETL managed ES&H programs, processes, and directives, as well as the regulations, laws, and consensus standards upon which these are based.

These activities include, but are not limited to, the following items summarized below. **For the hot link to the sample ES&H task, see Section 3.0, Applicable Documents of this SOW.**

- a. Implementing and maintaining programs that support NETL's *environmental compliance, monitoring, and surveillance requirements*. These programs include the Air Quality Program, the Water Quality Program, the Radiological Surveillance Program, and the Waste Minimization and Pollution Prevention Program. A registered professional engineer in either the environmental engineering or the civil/sanitary engineering field shall be part of the on-site support staff. The Contractor shall:
 - Assist in implementing the permitting, compliance, monitoring, surveillance, reporting, and emergency response requirements of NETL's environmental programs.
 - Provide recurring environmental consulting services to NETL personnel as requested.
 - Support the process of reviewing and revising NETL's environmental directives (e.g., orders, operating plans, and procedures) and associated implementing plans.
 - Assist and support NETL's efforts to maintain Environmental Management System (e.g., ISO-14001) certification.
 - Provide ISM support.
- b. Implementing and maintaining programs that support NETL's *hazardous waste management program*. These activities include, but are not limited to, the following:
 - Assisting in implementing the permitting, compliance, monitoring, surveillance, reporting, and emergency response requirements of NETL's hazardous waste program.
 - Operating and maintaining NETL's Chemical and Waste Handling Facilities (i.e., the Chemical

- Handling Facility at the Pittsburgh, PA site and Building-33 at the Morgantown, WV site).
 - Maintaining waste materials inventories (including accumulation date and material characterization and identification information).
 - Performing inspections of materials received.
 - Ensuring that employees and subcontractors have received the necessary training to work safely in these facilities and to abide by applicable environmental regulations and transportation regulations.
 - Preparing hazardous waste manifests and land disposal restriction documents.
 - Archiving documentation according to DOE record management schedules.
 - Obtaining chemical analyses where needed or requested to determine chemical identity for classification as a hazardous or regulated substance.
 - Performing hazardous wastes packaging and labeling prior to shipping for disposal, as well as arranging (through subcontracts) shipments of hazardous and regulated substances to appropriate treatment, storage, and disposal facilities.
- c. Providing ***industrial hygiene and occupational medical support services*** for NETL facilities and assisting in implementing the permitting, compliance, monitoring, surveillance, reporting, and emergency response requirements of NETL's industrial hygiene and occupational medicine programs. A certified industrial hygienist shall be part of the on-site support staff at the Pittsburgh and Morgantown locations. This activity includes the operation of occupational health units staffed with licensed occupational nurses and physicians and providing support to the industrial hygiene and occupational medicine program, including conducting efforts related to:
- Ergonomics.
 - Personnel exposure and workplace monitoring.
 - Ventilation.
 - Personal protective equipment (PPE) use.
 - Medical, occupational health, and wellness programs.
 - Radiation monitoring.
 - Chemical inventory programs.
 - Hazards communication (HAZCOM) programs.
 - Safety and health directives development and updates.
 - Internal audits.
 - Asbestos sampling, monitoring, and oversight.
- d. Providing ***safety support services and ES&H compliance training*** and assisting in implementing the permitting, compliance, monitoring, surveillance, reporting, and emergency response requirements of NETL's safety and ES&H training programs. A certified safety professional shall be part the on-site support staff. These efforts will support:
- Compliance-oriented safety programs.
 - Safety evaluations.
 - Emergency preparedness and response program.
 - Fire protection program.
 - R&D Safety Analysis and Review System (SARS).
 - Support Operations SARS.
 - Facility SARS
 - Site inspections.
 - Accident investigations.
 - Occurrence reporting.
 - Safety directives development and updates.
 - Performance measurement program.
 - ES&H training, including the design, development, and deployment of computer-based training modules.

- Tracking of ES&H training.
- e. Providing ES&H support to NETL's **site operations** activities. This support shall include providing oversight and technical assistance on ES&H matters with respect to site operations activities that involve or impact safety, industrial hygiene, and environmental requirements. For example, the Contractor shall provide technical assistance on ES&H issues associated with:
- NETL-Pittsburgh Wastewater Treatment Facility (e.g., issues dealing with permitting, plant operations, process automation, and chemistry).
 - NETL refrigerant (e.g. ozone-depleting substances) management program.
 - General construction activities.
 - Grounds-keeping, janitorial, and site maintenance activities.
 - Management of fire protection systems and gas alarms.
- f. Providing personnel and expertise to support **off-site remediation** at NETL-owned sites, leased sites, or sites where NETL is the authority having jurisdiction. Current off-site remediation work is being performed at the Hoe Creek Underground Coal Gasification Test Site located near Gillette, WY; the Rock Springs Oil Shale Retort Site located near Rock Springs, WY; and the Rocky Mountain 1 Site and the DOE Hanna Underground Coal Gasification Site near Hanna, WY. During the course of this contract, other sites may be identified requiring remediation support. Remediation support shall include, but not be limited to:
- Performing intermittent minor maintenance, including re-vegetation, at field sites identified by NETL.
 - Conducting field operations related to groundwater remediation at Rock Springs, WY (as well as other sites).
 - Ensuring remediation site(s) compliance with Federal, state and local requirements.
 - Providing support and assistance with regard to analyses, reports, and presentations.
 - Preparing reports and presentations relative to current and planned operations and activities.
 - Investigating the location of abandoned wells which were drilled as part of previous DOE R&D activities.
 - Investigating other inactive waste sites (e.g., performing Phase I/Phase II investigations, remedial investigation/feasibility studies, and remediations).
- g. Assisting in the development, management, and tracking of all NETL directives (e.g., orders, operating plans, and procedures) and supporting the quality management systems and processes associated with document (including directives) control.

The Contractor shall adhere to all pertinent NETL ES&H Focused Standards as indicated in the Focused Standards list which is currently posted on the SSC electronic reading room under Section 5.0, Directives and Policies located at www.netl.doe.gov/business/solicit/ssc2003/index.html. After contract award, the list will be available at the following NETL Intranet site: <http://intranet/project/ESHINFO/standard/focused.pdf>. This Focused Standards List has been primarily derived from selected Standard References contained in NETL issued directives. This list is the totality of ES&H standards and requirements that (through analysis of specific operations) apply to NETL's operations. It should not be construed that all of the standards on the list would be applicable to operations required under this contract.

4.8 Service Area - Management Performance

The Contractor shall use management structures, systems and operations that provide NETL with innovative, quality, cost effective, safe, and environmentally responsible R&D support services. In addition, the Contractor shall conduct all work in a manner that shows continual improvement and complies with all applicable laws, regulations, and terms and conditions of the contract, including attaining socioeconomic goals.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

Performance requirements of this contract are expressed in the following manner:

Each performance requirement will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

Performance Objective - A statement of the outcome or results expected for the work accomplished under the various task orders which will be issued under the contract. Performance objectives for the Technical Service Areas depicted in Sections 4.1 through 4.7 will be set forth in the individual task orders issued.

Performance Measures - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, i.e., those things about which the Government will be gathering data for the purpose of evaluating the performance of the Contractor. Performance objectives identified in each task order may have one or more measures. The list of suggested performance measures is provided below. A more detailed definition of what is covered in a particular performance measure and what the key factors are in the measure that will be considered for evaluation purposes is identified in the Performance Requirements Summary Table below under Description of Performance Measures.

Performance Expectations - The targeted level or range of levels of performance for each performance measure. Performance expectations for the performance measures listed below are located in Part III, Section J, Attachment C, Performance Evaluation Plan.

The following Performance Requirements Summary identifies the list of performance measures, one or more of which will be applied to performance objectives in task orders issued under this contract covering work accomplished under the Technical Service Areas in Sections 4.1 through 4.7 and the Management Performance service area in Section 4.8.

PERFORMANCE REQUIREMENTS SUMMARY TABLE		
Performance Measures	Description of Performance Measures	Performance Expectations
Quality of Work Products	DOE will assess the degree to which work products are accurate (i.e., free of typographical, grammatical, mathematical, and conceptual errors), complete and relevant with regard to DOE requests, professional in appearance and format, and accepted by DOE without revision.	Work products are (1) always accurate, complete, relevant, and professional, and are (2) always accepted without revision.
Quality of Work Processes	DOE will evaluate the degree to which the Contractor executes work processes in adherence to, and compliance with, established procedures without intervention from the Government.	Work processes (1) are always executed according to prescribed procedures, and (2) require no intervention from the Government.
Productivity	DOE will assess the completion of tasks and the quantity of work performed with respect to that planned, expected, or assigned.	Tasks are always completed as assigned, and the quantity of work performed frequently exceeds that planned, expected, or assigned.
Schedule Control	DOE will assess the timeliness of deliverables, completion of milestones, and responsiveness to DOE requests, or range of schedule variance.	Milestones, deliverables and DOE requests are always completed on time, or schedule variance is always zero and always a positive number.

PERFORMANCE REQUIREMENTS SUMMARY TABLE		
Performance Measures	Description of Performance Measures	Performance Expectations
Cost Control	DOE will assess adherence to budgets and accuracy of cost estimates, or range of cost variance.	Work is always under budget, costs are always accurately estimated, and cost control measures have been effectively demonstrated.
ES&H Compliance	DOE will assess the achievement of all of the ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics, and Federal, state, and local regulations, <u>and</u> initiatives for continuous improvement.	Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics, and Federal, state, and local regulations are always achieved, <u>and</u> continuous improvement initiatives are usually achieved.
Value Added	DOE will assess the Contractor for its ability to recommend and implement, if approved, innovative and creative approaches to performing work that result in significant benefits in quality, cost, timeliness, and productivity, and, when appropriate, significantly advances or augments NETL's scientific and technological capabilities.	The Contractor frequently recommends and implements innovative and creative approaches that have actual or potential significant benefits, and that significantly advance or augment NETL's scientific and technological capabilities.

6.0 GLOSSARY

6.1 Acronyms

<u>Acronym</u>	<u>Definition</u>
CIH	Certified Industrial Hygienist
CSP	Certified Safety Specialist
CRADA	Cooperative Research and Development Agreement
DOE	Department of Energy
DRI	Data Resource Institute
EMS	Environmental Management System
ES&H	Environmental, Safety and Health
GOGO	Government-Owned and Government-Operated
GPRA	Government Performance and Results Act
HAZCOM	Hazards Communication
ISA	Instrument Society of America
ISM	Integrated Safety Management
LAN	Local Area Network
MGN	Morgantown
M&O	Management and Operation (refers to a type of DOE contract)
NEPA	National Environmental Policy Act
NETL	National Energy Technology Laboratory
OHU	Occupational Health Units
OMB	Office of Management and Budget
OSHA	Occupational, Safety and Health Administration
PGH	Pittsburgh
P&IDs	Process and Instrumentation Drawing

PPE	Personal Protective Equipment
R&D	Research and Development
RDS	Research and Development Support
REI	Reaction Engineering International
SARS	Safety Analysis and Review System
(SC) ²	Supercomputing Science Consortium

6.2 Words/Phrases

Core work – predictable, schedulable, and recurring work of a longer duration (typically 1 year or more)

Large-scale – construction or modification of an on-site R&D facility that involves significant addition, deletion, or change to a site’s or building’s structure, infrastructure, or utilities. Such an effort would be limited in this contract to the design phase, with the construction phase being completed by the site operations support Contractor. NETL will make the determination of what facilities constitute large-scale versus small-scale.

Off-site – any location not on one of the NETL sites as defined in “on-site” below.

On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK, including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.

Small-scale – construction or modification of an on-site R&D facility that does not involve significant addition, deletion, or change to a site’s or building’s structure, infrastructure, or utilities. Such an effort would be conducted primarily within this contract. NETL will make the determination of what facilities constitute large-scale versus small-scale.

Variable work – work that is shorter term (typically less than 1 year) and variable in nature with respect to the amount of work, the timing of work, the duration of work, and the scope of work.

REPORTING REQUIREMENTS CHECKLIST

1. AWARDEE:				2. IDENTIFICATION NUMBER: DE-RP26-04NT41817			
3. REPORT SUBMISSION:							
<p>Reports shall be submitted to the electronic and mailing addresses indicated on the NETL-identified Distribution List which will be provided in the post award debriefing.</p>							
4. PLANNING AND REPORTING REQUIREMENTS							
	FORM NO.	FREQ.	NO. OF COPIES		FORM NO.	FREQ.	NO. OF COPIES
A. GENERAL MANAGEMENT				E. TECHNICAL (One paper copy and One PDF electronic file copy)			
* <input checked="" type="checkbox"/> Management Plan	None	O	**	<input type="checkbox"/> Technical Progress Report	None		
<input checked="" type="checkbox"/> Status Report	None	M	**	Final Report	None		
<input checked="" type="checkbox"/> Summary Report	1332.2	M	**	<input type="checkbox"/> Draft for Review	None		
<input checked="" type="checkbox"/> Performance Self Assessment Report	None	E	**	<input type="checkbox"/> Final for Approval	None		
B. SCHEDULE/LABOR/COST				F. PROPERTY			
* <input type="checkbox"/> Milestone Schedule/Plan	1332.3			<input checked="" type="checkbox"/> Report of Contractor's Property Management System	None	P	**
* <input type="checkbox"/> Labor Plan	1332.4			<input checked="" type="checkbox"/> Annual Report of Property in The Custody of Contractor	F580.1-8	YP	**
* <input type="checkbox"/> Cost Plan	1332.7			<input checked="" type="checkbox"/> High Risk Property Report	F580.1-25	YP	**
<input type="checkbox"/> Milestone Schedule/Status Report	1332.3			<input checked="" type="checkbox"/> Report of Physical Inventory of Capital Equipment	None	I	**
<input type="checkbox"/> Labor Management Report	1332.8			<input checked="" type="checkbox"/> Report of Physical Inventory of Sensitive Items	None	YP	**
<input checked="" type="checkbox"/> Cost Management Report	See Text	M	**	<input checked="" type="checkbox"/> Report of Termination or or Completion Inventory	SF-1428; SF-120; F580.1-7	FC	**
C. EXCEPTION				G. OTHER			
<input type="checkbox"/> Conference Record	None			<input type="checkbox"/> Key Personnel Staffing Report	None		
<input checked="" type="checkbox"/> Hot Line Report	None	A	**	<input checked="" type="checkbox"/> Subcontracting Report	SF-294	SS	**
<input type="checkbox"/> Journal Articles/Conference Papers and Proceedings	None			<input checked="" type="checkbox"/> Summary Subcontracting Report	SF-295	YS	**
D. ENVIRONMENTAL ES&H				<input type="checkbox"/> Software			
<input checked="" type="checkbox"/> Hazardous Substance Plan	None	O	**	<input checked="" type="checkbox"/> Staffing Report Summary	See Text	M	**
<input checked="" type="checkbox"/> Hazardous Waste Report	None	FC	**	<input checked="" type="checkbox"/> Invoice Detail Report	See Text	M	**
<input checked="" type="checkbox"/> ES&H Hot Line Report	None	A	**	<input checked="" type="checkbox"/> Contract Organization Chart	See Text	S	**
<input checked="" type="checkbox"/> DOE NETL ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1)	See Text	A	**				
<input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE 450.4)	See Text	O ***	**				
5. Frequency Codes and Due Dates:							
Definition		Calendar days due after event		Definition		Calendar days due after event	
A – As Required (See attached text for applicability)		0		O – Once After Award		30	
C – Contract Change		15		Q – Quarterly (End of Calendar Quarter)		30	
FC – Final End of Effort		0		S – Semi-Annual (End of project year and project year half)		20	
FD – Final Technical – Draft Version		-60		Y – Yearly (End of project year, see narrative for details)		30	
M – Monthly		15		PY – Yearly Plan for following Federal Fiscal Year			
E – End of Evaluation Period		20					
Property Reports				Other			
P – Property Management System – Within 6 months of award date				SS – Subcontracting Report – Semi-Annual due 4/30 and 10/30 for period Ending 3/31 and 9/30 respectively			
YP – Yearly Property – due 10/15 for period ending 9/30				YS – Summary Subcontracting – Annually due 10/30 for period ending 9/30			
I – Physical Inventory of Capital Equipment – Biennial from award start date							
<p>* The yearly plans, identified as required in Sections 4A and 4B, are due by September 15 for the following Federal Fiscal Year.</p> <p>** Reports are to be distributed electronically, along with two (2) hard copies, to the NETL-identified distribution list. Report formats that are indicated shall not be deviated from. If the submission involves a DOE Standard Form, the Contractor may submit the requested information in a format of its own choosing, as long, as the same information is provided. The reports in this checklist apply to the contract in general. The Statement of Work for Tasks and Subtasks may require other specific reports and/or deliverables.</p> <p>*** Plan is to be updated annually.</p>							
6. SPECIAL INSTRUCTIONS:							
The forms identified with a DOE Form No. in the above checklist are available at http://www.netl.doe.gov/business/forms/forms.html							

J.4 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)

The Contractor shall prepare and submit the plans and reports indicated on the "Reporting Requirements Checklist" to the electronic addresses and mailing addresses provided in the NETL-identified Distribution List. The Distribution List will be provided at the post award debriefing with the Contractor. The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

J.5 MANAGEMENT PLAN (JAN 2000)

The Management Plan describes the Contractor's approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The outline for the Management Plan and a description of the contents follows:

EXECUTIVE SUMMARY -- The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

BACKGROUND -- This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the Contractor's understanding of the problems, both technical and management, associated with the project.

SCOPE OF THE PROJECT -- This section gives a brief overview of the project. It should include:

general description of project objectives;
task titles and short descriptions.

WORK BREAKDOWN STRUCTURE (WBS) -- The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

Example:

WBS Level 1: The overview should describe the philosophy underlying the selected technical approach.

WBS Levels 2 and 3: _____

WBS ELEMENT X.X: _____(TITLE)

OBJECTIVE: State the objective of the task in a concise manner.

BACKGROUND (Not required for Construction Tasks):

With respect to the project objective, what is the current state of understanding?

Given the state-of-the-art, what are the outstanding issues which must be resolved in order to make progress?

TECHNICAL APPROACH (Not required for Construction Tasks): Describe in detail the manner in which the various issues will be resolved. The following are aspects of the work which should be considered and addressed (along with others you feel appropriate):

What experiments will be performed and why?
What materials will be used?
What are the experimental conditions?
What analytical techniques will be employed?
What will be the approach to modeling?

In answering these questions, you should consider how the various tasks relate to one another and to other relevant ongoing work. Task outputs which feed into other tasks (and vice-versa) should be clearly delineated.

DELIVERABLES (Not required for Construction Tasks): Describe specifically the results of the task. These should include:

raw and reduced data and method of presentation;
brief description of models to be developed;
other key results as appropriate.

SUPPORT SYSTEMS AND CONTROLS -- In this section, the management, technical, and administrative system that will be used to control and execute the project will be described. Examples of the systems include: systems and engineering analysis, quality assurance, environmental, safety and health, legal support, ADP support, and accounting support.

J.6 STATUS REPORT (MAR 1999)

The Status Report is the Contractor's project manager brief narrative assessment (by WBS) of the work actually performed and the overall status of the various tasks.

The Status Report provides a concise narrative assessment of the status of the work being performed under the contractual agreement. DOE management uses the report to monitor status and to provide early recognition of potential problem areas. The report highlights changes to objectives, changes to technical approach, relationship to previously planned activities, task variances from baselines in excess of stipulated thresholds by WBS reporting element, causative factors, and actions taken or proposed to resolve them, list of presentations and publications, as well as factors with potential for causing significant variances in the future. Task progress of major accomplishments for each task in bullet form may also be highlighted. The report identifies open items requiring action by DOE or the Contractor. The report also provides a summary assessment of the current situation, including forecast of the near future and the expected impact on project accomplishment.

J.7 SUMMARY REPORT (DOE F 1332.2) (MAR 1999)

The Summary Report provides a concise, top-level summary of schedule, labor, and cost performance against the baseline plans. Most data are presented graphically. The format permits rapid visual comparison of schedule, labor, and cost data. There are three segments: a cost status graph, a labor status graph, and a milestone chart. The cost and labor graphs are cumulative presentations. Planned and actual numerical data presented are for the period specified. Labor and cost variances are shown on a monthly and cumulative basis.

J.8 PERFORMANCE SELF ASSESSMENT REPORT

For all contract tasks and subtasks involved in an award-fee determination, the Contractor is to provide a self-assessment of work performed during the previous quarters. This report is to include a comprehensive summary of the activities implemented and a self-assessment of performance based quality, schedule, and management performance criteria.

J.9 COST MANAGEMENT REPORT (2003)

PURPOSE

The Cost Management Report provides a monthly status of actual and estimated costs, funding and plan values, as well as a projection of the funds expiration, for each task and subtask within a designated contract. This report serves as an accounting and project management tool. This report will be used by Federal personnel to monitor the funding and cost status of the contract, verify the reasonableness of the Contractor's invoices, formulate budgets and calculate award fee pools.

FORM

An Adobe (.pdf) file has been included in Part III, Section J, Attachment B-1. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement: <http://www.netl.doe.gov/business/solicit/ssc2003/index.html>.

INSTRUCTIONS

- Item 1. Enter the official contract title.
- Item 2. Enter the inclusive start and completion dates for the reporting period.
- Item 3. Enter the official contract number and, if a modification(s) has occurred, append the latest modification number.
- Item 4. Enter the name and address of the Contractor.
- Item 5. Enter the date of the contract's current cost plan, which serves as a baseline for this report.
- Item 6. Enter the official start date of the original contract.
- Item 7. Enter the official completion date as of the latest modification to the contract.
- Item 8. Enter the task numbers, in numerical order, consistent with the contract's Work Breakdown Structure. Modifications to the task will be tracked by an alpha added to the end of the task with "A" designating the first modification.
- Item 9. Enter the budgeting and reporting (B&R) number(s) that is (are) to fund the task. If more than one B&R number is being used, place the pertinent funding information on separate lines.
- Item 10. Enter the cost code which is made up of a financial plan designation and a NETL cost center. The financial plan code is the first two alphas. The following 4 character alpha numeric is NETL's cost center. If more than one cost code is being used, place the pertinent funding information on separate lines.
- Item 11. Enter the program/order number that designates NETL customer work. If more than one number is being used, place the pertinent funding information on separate lines.
- Item 12. Enter the amount of funds that have been obligated against the task in the current fiscal year.
- Item 13. Enter the total obligations awarded to the contract as of the close of the reporting period.

- Item 14. Enter the Approved FY Cost Plans, an estimate of the cost of work planned in the current fiscal year distributed by funding source. Only plan values authorized by the CO shall be recorded in this column.
- Item 15. Enter the total authorized plan value for the entire performance period of the task, which may span multiple fiscal years.
- Item 16. Enter the total actual cost incurred for the reporting period.
- Item 17. Enter the total planned cost for the reporting period as shown in the most recent authorized task work plan.
- Item 18. Enter the total actual cost incurred as of the close of the reporting period for the current fiscal year.
- Item 19. Enter the balance remaining of the planned cost for the current fiscal year as shown in the latest “Approved FY Cost Plan” (item 14).
- Item 20. Enter total actual cost incurred for the task from the inception of the contract to the end of the reporting period.
- Item 21. Enter the total authorized planned cost for the task from the inception of the contract to the date of the report.
- Item 22. Enter the “Next Period Commitments” defined as the cost to be invoiced to NETL during the next period and amounts incurred by the end of the reporting period but not yet invoiced. This would include subcontractor costs and award fee.
- Item 23. Enter the “FY Total Cost” which is defined as the costs that the Contractor expects to incur during the current fiscal year. This will equate to the, “FY To Date Actuals” plus the balance of the year. A contract project manager’s estimate may be used to project the balance of the year and should include those costs which have been incurred but not invoiced to NETL.
- Upon completion of the first award fee period estimates for fee shall be based on the average of historic fee earned, not 100% of available fee.
- Special consideration should be made to estimate subcontract costs when the prime has not received invoices but is aware that work has occurred.
- Item 24. Enter the date on which the funds available to the Contractor for a specific task or activity are expected to be fully expended.
- Item 25. Enter notes that relate to tasks financial status. Modifications received after the closing date of the reporting period but before the due date of the CMR should be included.
- Item 26. Enter the subtotal of all tasks identified as Fossil Energy (FE) work.
- Item 27. Enter the subtotal of all tasks identified as Non FE work.
- Item 28. Enter the total of all costs for each column that can be summed. If multiple pages are used, enter the total only on the final page.
- Item 29. Enter the unit measure for dollar amounts shown (e.g., exact dollars). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents) but format the cell to round so space will be saved. NETL Finance will reformat the appropriate column to two decimals for the purpose of making cost entries.
- Item 30. Enter the signature of the responsible Contractor project manager and the date signed, verifying the validity of the furnished information based upon the project manager’s knowledge of the contract’s current progress

and status.

Item 31. Enter the signature of the Contractor's financial representative and the date signed, verifying the validity of the furnished information based upon the financial representative's knowledge of the contract's current progress and status.

* Any reference to a fiscal year refers to the Federal Government fiscal year, October 1 through September 30 of the following year.

J.10 HOT LINE REPORT (MAR 2002)

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of

enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL's Office of Public Affairs, the Contracting Officer Representative (COR) and the Contracting Officer.

J.11 ENVIRONMENTAL (MAR 2003)

In response, in part, to the requirements of the National Environmental Policy Act of 1969 (NEPA), ISO 14001, and other related environmental statutes, NETL requires the submission of various documents that assess the environmental aspects and projected impacts of all of its proposed actions. These documents may include the following: (1) Hazardous Substance Plan; (2) Hazardous Waste Report; (3) Environmental Compliance Plan; (4) Environmental Monitoring Plan; and (5) Environmental Status Reports; and (6) ISO 14001 forms (if applicable).

The environmental information provided in these documents will enable NETL to fulfill its responsibilities under NEPA (additional information about the requirements of the National Environmental Policy Act can be found in the DOE NEPA Compliance Guide and 40 CFR 1021) and to monitor the proposer's compliance with other environmental regulations. The implementation of any task associated with a proposed action will be dependent upon DOE submitting and acquiring approval of necessary NEPA documentation. Therefore, to minimize the risk of project delays, it is imperative that these reports be submitted in a timely manner.

The information contained herein specifies the basic environmental requirements for this procurement action, but it is not to be interpreted as containing all necessary information for any given project. Likewise, certain aspects of the requirements may not be applicable. Accordingly, the level of information provided should be sufficient for DOE to assess the environmental implications of the proposed action.

J.12 HAZARDOUS SUBSTANCE PLAN (MAY 1999)

The Contractor shall submit a Hazardous Substance Plan not later than thirty (30) days after initial contract award. The Plan shall specifically identify each Hazardous Substance (as defined under 40 CFR 261, Subpart D, entitled "Lists of Hazardous Wastes") anticipated to be purchased, utilized or generated in the performance of this contract. For each such Hazardous Substance identified, the Plan shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Anticipated Quantity to be purchased, utilized or generated
- Anticipated Hazardous Waste Transporter
- Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Anticipated Treatment Method

J.13 HAZARDOUS WASTE REPORT (MAY 1999)

The Contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall specifically identify each Hazardous Waste (as defined under 40 CFR 261, Subpart D, entitled "Lists of Hazardous Wastes") actually utilized, or generated in the performance of this contract. For each such Hazardous Waste identified, the Report shall specifically provide the following information:

- Description of Substance/Chemical

EPA Hazardous Waste Number
EPA Hazard Code
Actual Quantity Disposed
Actual Hazardous Waste Transporter
Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
Actual Disposal Date
Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual Hazardous Substances purchased, utilized, or generated in the performance of this contract.

J.14 ES&H HOT LINE REPORT

A. The “ES&H Hot Line Report” is to be used to report an ES&H violation. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an “ES&H Hot Line Report” serves notice at each link in the delivery chain that speed in handling is required. The report must include:

1. Contractor’s name and address
2. Contract title and number
3. Date
4. Brief statement of problem or event
5. Anticipated impacts
6. Corrective action taken or recommended

B. ES&H Hot Line Reports are to be used to document incidents such as those listed below:

1. Any non-compliance with the provisions of Clause H.36 ENVIRONMENTAL, SAFETY, AND HEALTH-ON-SITE SERVICE CONTRACTS is to be reported within 3 days unless specified otherwise below.
2. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
4. Other ES&H incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.
5. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within 5 days of discovery.

9. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL's Public Relations Officer and coordinated with the COR.

J.15 DOE NETL ES&H REPORTS IN SUPPORT OF DOE/NETL'S ENVIRONMENT, SAFETY, AND HEALTH REPORTING REQUIREMENT

- A. The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING, DOE M 231.1-1, ENVIRONMENTAL, SAFETY, AND HEALTH REPORTING MANUAL, and DOE O 231.1, OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION. Content, form, schedule, and applications are provided in the DOE Orders.
- B. Data, information, or reports include, but are not limited to, the following areas (if applicable):
 - 1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or -leased facilities
 - 2. Work-hours and vehicle usage
 - 3. Estimated property valuation
 - 4. Interim exposure data reporting
 - 5. Annual exposure data reporting
 - 6. Radiological exposure to individuals
 - 7. Annual summary of fire damage
 - 8. Epidemiologic analyses-excess injuries and illnesses
 - 9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations
 - 10. Quarterly, DOE and NETL ES&H performance indicator data
 - 11. Annual site environmental reports
 - 12. Annual tabulation of ES&H and quality-related assessments conducted
- C. As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA-required documentation within 10 days of the associated accident and/or incident.
- D. On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):
 - 1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked)
 - 2. Lost Workday Case Rate (total number of OSHA-defined lost workday cases/total hours worked)

3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
4. Hazardous Waste Generated (total cubic feed of hazardous waste shipped)
5. Metrics and reporting information cited in the Contractor Integrated Safety Management (ISM Plan)

J.16 INTEGRATED SAFETY MANAGEMENT PLAN

An Integrated Safety Management (ISM) Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the offeror will implement ISM philosophy, as outlined in DOE P 450.4, Safety Management Policy, and Integrated Safety Management System Guide, DOE G 450.4-1, Volumes 1 and 2, into the planning, budgeting, executive, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five steps (i.e., defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities; (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e., workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities; balance priorities; identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization); and (3) a discussion on how the execution of the offeror's plan will successfully and cost-effectively integrate with NETL's own ISM and ES&H programs for on-site work to be conducted. An annual updated plan is also required.

J.17 PROPERTY REPORTS (JAN 2000)

NETL's Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>

J.18 REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM (JAN 2000)

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government. (If not provided in your local format, see sample in NETL's Property Handbook).

J.19 ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8) (JAN 2000)

This report includes **ALL** Government-owned Contractor-acquired and Government-furnished property and materials for which the Contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending September 30 and is due by October 15.

J.20 HIGH RISK PROPERTY REPORT (NETL F 580.1-25) (SEPT 2000)

Some property, because of its peculiar nature, its potential impact on public health and safety, on the environment, on security interests, or on proliferation concerns, must be handled, controlled, cleared and disposed of in other than the standard manner. High-risk property includes property which is: 1) nuclear-related; 2) proliferation-sensitive or export controlled; 3) chemically, biologically, or radiologically contaminated; 4) national security/military interests; and 5) hazardous materials and wastes. Further definitions of high-risk property can be found at <http://www.pr.doe.gov/ppi.html>. This report is required by the DOE for the control (acquisition, management and disposal) of high risk property to ensure that such disposition does not adversely affect public safety and/or the

environment, national security, or nuclear nonproliferation objectives of the United States. This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

J.24 REPORT OF PHYSICAL INVENTORY OF CAPITAL EQUIPMENT (JAN 2000)

Capital equipment is any piece of personal property, equipment, or furniture with a useful service life of 2 years or more and is acquired at a unit cost of \$25,000 or more. The suggested format for this report can be found in NETL's Property Handbook at <http://www.netl.doe.gov/business/index.html> . This report is due 2 years from award date and every 2 years thereafter.

J.25 REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS (JAN 2000)

Sensitive items are identified as small calculators, tape recorders, radios, photographic and projection equipment, typewriters and other office machines, firearms, survey instruments, binoculars, power tools, personal computers, printers, external modems, or other equipment, which because of its general use characteristics and ease of transport are particularly susceptible to misappropriation or theft. These items will usually have an acquisition cost of less than \$25,000. The suggested format for this report can be found in NETL's Property Handbook at <http://www.netl.doe.gov/business/index.html> . This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

J.26 REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The Contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

J.27 SUBCONTRACT REPORTING (OCT 2001)

With the exception of a small business, reports listed below are required to be submitted electronically by the prime Contractor for each contract containing a subcontracting plan. These electronic forms collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 of the Government share amount (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns under a subcontracting plan. Subcontract award data reported by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors.

SUBCONTRACTING REPORT (SF294)

Semi-annual Frequency
Period End Dates: 3/31 and 9/30
Due Dates: 4/30 and 10/30

Note: The first deliverable of this report is due whichever of the two dates is at least 60 calendar days after the award start date.

SUMMARY SUBCONTRACTING REPORT (SF295)

Annual Frequency
Period End Date: 9/30
Due Date: 10/30

Note: The first deliverable of this report is only required for the next period end date of 9/30, which is at least 60 calendar days after the award start date.

SUBCONTRACT REPORTING SYSTEM (SRS)

All subcontracting reports SF294's and SF295's must be submitted electronically. Access to the SRS can be made at <http://www1.pr.doe.gov/srs/>. All Contractors must register with the Headquarters SRS Systems Manager and use it to submit the required reports. When registering, the Contractor must provide a valid DUNS number. When registration is approved, the Contractor may use the system simply by logging in with his or her user name and password and transmit SF-294 and 295 data to the contracting office that requires the report. After review by the contracting office, the data will be forwarded via the Internet to DOE Headquarters. A comprehensive manual for the system may be found at <http://www1.pr.doe.gov/srs.wpd> (WordPerfect Version) or <http://www1.pr.doe.gov/srs.doc> (Word Version).

J.28 STAFFING REPORT SUMMARY

PURPOSE

The Staffing Report Summary is to provide NETL management with data relative to the number of Contractor FTEs (full time equivalents) charged to each funding source within a contract.

NETL uses this information in budgeting and planning exercises. Also many information requests are received from Headquarters dealing with the location of Contractor employees. This report may be set-up so that the detail from the Invoice/Staffing Report will be automatically entered requiring little manual input.

FORM

An Adobe (.pdf) file has been included in Part III, Section J, Attachment B-1. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement:
<http://www.netl.doe.gov/business/solicit/ssc2003/index.html>.

INSTRUCTIONS

- Item 1. Enter acronym of the contract title.
- Item 2. FTEs charged to B&Rs key to NETL's Intuition Budget will be tracked separately. These B&R numbers will be predetermined on the format given to the Contractor. If changes occur the Contractor will be notified by E-mail with a new format. Enter the number of FTEs charged against the designated B&R.
- Item 3. Enter FTEs charged to other intuition B&Rs which are not key to the budget. A footnote at the bottom of the form will designate the B&Rs within this category.
- Item 4. Enter the collective total of all FTEs charged to the remaining B&R s which are not reported in the Institutional Budget.
- Item 5. Enter the total number of FTEs for each column.
- Item 6. Enter the FTE labor by site.

Off-site – any location not on one of NETL's sites as defined in "on-site" below.

On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK, including, in the case of Morgantown, NETL-leased

space in the Research Ridge complex immediately adjacent to the boundary.

Item 7. Enter the total number of FTEs for each column.

Item 8. Enter the headcount of employees working at on and off-site locations as defined in item 6 above.

J.29 INVOICE DETAIL REPORT

PURPOSE

The Invoice Detail Report provides a monthly status of actual and planned FTE hours worked for each task and headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool. This report will also serve as the base for the staffing report referenced in Section J Attachment B "Reporting Requirements Checklist". (Note: The Invoice Detail Report will also serve as supporting documentation for the "Public Voucher for Purchases and Services Other Than Personal" (SF 1034) as referenced in section G of the contract. Task managers will review the data as part of the invoice approval process.)

FORM

An Adobe (.pdf) file has been included in Part III, Section J, Attachment B-1. This is the required format that must be utilized for submission of this report. An Excel version of the file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement:
<http://www.netl.doe.gov/business/solicit/ssc2003/index.html> .

INSTRUCTIONS

Item 1. Enter Contractor's name and address

Item 2. Enter the contract number

Item 3. Enter the name of and address of the organization for whom the services have been provided and is responsible for the payment of the invoice, as designated section G of the subject contract.

Item 4. Enter a sequential invoice number as designated by the Contractor.

Item 5. Enter the date the invoice was issued.

Item 6. Enter the inclusive start and completion dates for the invoice period.

Item 7. Enter the employee's name

Item 8. Enter the labor category title and Exempt (E) or Nonexempt (NE)

Item 9. Enter the employee status [full time (FT), part time (PT)]

Item 10. Enter the employer name (prime Contractor, subcontractor)

Item 11. Enter the employee's current labor rate.

Item 12. Enter the actual hours worked in the reporting period by the employee. The available hours may vary by month depending on weekends, holidays, number of days in month, etc.

Item 13. Enter the total labor per employee for the period.

Item 14. Enter full time equivalent (FTE) actual time worked.

Item 15. Enter the FTE labor by site.

Off-site – any location not on one of NETL’s sites as defined in “on-site” below.

On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK, including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.

Item 16. Enter the cumulative hours worked to date per employee.

Item 17. Enter the previous months costs (can be done by copying the values from “Cumulative Current Cost,” column N on the spreadsheet). This column will be used to calculate the cumulative current cost column and can be hidden in subsequent invoices.

Item 18. The cumulative current cost is the total cost from previous periods plus the cost for the current period.

Item 19. Enter the task number and title.

Item 20. Enter the total items of 12 through 18 described above.

Item 21. Enter the planned/actual labor hours for the current period.

Item 22. Enter the planned/actual labor hours for the cumulative period

Item 23. Other direct costs (ODCs) include those cost other than labor which are directly related and charged to the task.

Item 24. Enter a very brief description of the other direct costs.

Item 25. Enter material costs for the period and cumulative to date.

Item 26. Enter the travel costs for the period and cumulative to date.

Item 27. Enter the training cost for the period and cumulative to date.

Item 28. Enter fee awarded to the task.

Item 29. Enter total of all costs and fee.

Item 30. Enter the total cost and fee for labor and ODCs.

Item 31. Enter the labors costs that were charged to each B&R funded to the task. Enter the total FTEs by budgeting and reporting (B&R) numbers at each site. This information is derived in combination with the Cost Management Report (CMR) by using the “total actual cost incurred for the reporting period” – Item 18 on the CMR - and prorating the costs according to the B&Rs and funding office (cost center) within each task and applying to the corresponding task, by site location, on the Staffing Report. Example: Task 60123 on the CMR is funded with AN2006000 and AW0301000 B&Rs from MD and MA (cost centers)- When prorated, the task consists of 82% AN2006000 and 18% AW0301000 costs. The percentages would then be applied to Task 60123 FTEs on the Staffing Report.

J.30 CONTRACT ORGANIZATION CHART

PURPOSE

The Contract Organization Chart provides a detailed breakdown of the Contractor's FTE's for the NETL functional areas they are supporting. The data to be provided by the Contractor for each NETL functional area is labor category, name, location and FTE allotment. This report will be used by Federal personnel as an information source and as a project management tool.

FORM

A Microsoft Power Point (.ppt) file has been included in Part III, Section J, Attachment B-2. This is the required format that must be utilized for submission of this report. This file has been posted to the electronic reading room for this solicitation under 2.0 Referenced Documents in SOW. This file may be downloaded from the following Internet site, during the solicitation phase of this procurement:
<http://www.netl.doe.gov/business/solicit/ssc2003/index.html>.

**J.31 ATTACHMENT B-1 – COST MANAGEMENT/INVOICE DETAIL/SUMMARY STAFFING
REPORT FORMS**

The Cost Management/Invoice Detail/Summary Staffing Report Forms are provided as a separate attachment entitled “**41817-CMR-Staffing-Invoice.pdf**”.

J.32 ATTACHMENT B-2 – CONTRACT ORGANIZATION CHART

The Contract Organization Chart Forms are provided as a separate attachment entitled “**41817-Org-Chart.ppt**”.

J.33 ATTACHMENT C - PERFORMANCE EVALUATION PLAN

A. BACKGROUND

1. This Performance Evaluation Plan covers the administration for the award fee provisions of Contract No. DE-AC26-04NT41817 for the National Energy Technology Laboratory and provides the standardization necessary to ensure effective development, administration, and coordination of the evaluation process. It is intended as a means to:
 - a. Document how performance during a specific award fee period will be evaluated and fee determined;
 - b. Assure that the Contractor's performance is objectively evaluated in a fair and consistent manner; and
 - c. Afford the Contractor an opportunity to earn fee commensurate with performance expended against performance objectives and expectations.
2. The following matters, among others, are covered in the contract:
 - a. Cost Plus Award Fee (CPAF) task orders will be employed to provide an incentive and to encourage and reward the Contractor for increasing efficiency in the performance of the contract.
 - b. The term of the contract is for 3 years, with one 2-year option period.
 - c. The estimated cost and total award fee pool will be established in accordance with clause H.16 of the contract.
 - d. The award fee earned will be determined by the process established in this plan and approved by the Fee Determination Official (FDO) in accordance with the terms and conditions of this contract.
 - e. The Government may unilaterally make changes to this plan.
 - f. Fee evaluation period will be in accordance with contract clause B.5, Distribution of Performance Award Fee."

B. STRUCTURE FOR AWARD FEE ADMINISTRATION

The following structure is established for administration of the award fee provisions of the contract.

1. Fee Determination Official (FDO)
 - a. The FDO is the Director of the National Energy Technology Laboratory (NETL) who is the Head of the Contracting Activity.
 - b. Primary responsibilities of the FDO include:
 - (1) Determining the Contractor's award fee earned for each evaluation period.
 - (2) Authorizing changes to this plan.
2. Performance Evaluation Board (PEB)

a. Chairman and Membership

Membership of the PEB will consist of the Chairman, the Contracting Officer, the Contracting Officer's Representative, and a representative from each of the primary organizations using this contract or their designee. The Government may change the membership without advance notice to the Contractor.

b. Performance Raters (PR)

Performance Raters will be responsible for evaluation and assessment of the Contractor's performance during the rating period and documenting results at the end of the evaluation period. The Performance Raters for Performance Area 1 will most often be the Task/Subtask Managers assigned to the individual task/subtask orders issued. The Performance Rater for Performance Area 2 will be appointed by the FDO and will most often be a senior level manager at NETL.

The Performance Raters will 1) coordinate with the necessary personnel to develop the performance score and supporting documentation; 2) recommend a score on overall effectiveness to the PEB for approval; and 3) meet with the Contractor to discuss and/or review progress on regularly scheduled basis during the evaluation period. The Government may change the performance raters without advance notice to the Contractor.

C. **EVALUATION OF THE CONTRACTORS PERFORMANCE**

1. Rating Plan

- a. The Contractor's performance will be evaluated and rated according to this Performance Evaluation Plan. The Performance Areas and Performance Area Weights and Award Fee Conversion Plan are attached as indicated below.

	<u>ITEM</u>	<u>EXHIBIT</u>
(1)	Performance Areas and Performance Area Weights	E-1
(2)	Award Fee Conversion Plan	E-2

- b. Exhibit E-2 is a basis for translating performance scores into an award fee for arriving at a recommendation for the FDO's consideration regarding the amount of award fee earned. In no way do they impute arithmetical precision or a requirement that the FDO accept this recommendation as a determination of the amount of award fee warranted for the Contractor's performance during an evaluation period.

2. Award Fee Determination Process

Presented below are process steps that will be followed to evaluate and determine the award fee due to the Contractor, based on performance.

- a. No later than twenty (20) calendar days after the end of each evaluation period, the Contractor shall submit a Performance Self-Assessment Report (against the performance objectives and measures) for each period under consideration. The self-assessment shall discuss major accomplishments or progress and discuss the Contractor's assessment of their weaknesses and areas requiring improvement. The self-assessment should not

exceed two pages per task/subtask order.

- b. No later than thirty-five (35) calendar days after the end of each evaluation period, the Chairman of the PEB will present the draft evaluation findings to the Contractor. The findings will be based on information generated from the Performance Raters of each task/subtask and the Performance Rater for Performance Area 2.
- c. The Contractor will be given an opportunity to submit comments to the PEB within five (5) calendar days after NETL's evaluation findings are presented.
- d. The report of findings, inclusive of any Contractor comments as well as the PEB's recommendations, will be provided to the FDO within ten (10) calendar days after the Contractor has submitted comments.
- e. Ten (10) calendar days after receipt of the PEB's report, the FDO provides written notification to the Contractor, the PEB Chairman, and the Contracting Officer of the final fee determination.
- f. The Contractor prepares a separate (i.e., apart from regular monthly invoice) voucher(s) based on the FDO's fee notice and submits to the Government for payment.
- g. The Government processes the Contractor's invoice(s) and the fee is paid.

J.34 EXHIBIT E-1 -- PERFORMANCE AREAS AND PERFORMANCE AREA WEIGHTS

The Performance Areas to be evaluated are identified below. Each Performance Area shall be evaluated using the described performance measures. The Performance Area Weights for each Performance Area are as indicated.

Performance Area Number	Performance Area Description	Performance Area Weight
1	Task Performance	75%
2	Management Performance	25%
	Total	100%

A. PERFORMANCE AREA NO. 1 – TASK PERFORMANCE

The performance requirements for the task orders shall be generated by the Government and entail the following elements:

Performance Objective – A statement of outcome or results expected for the work accomplished under the various Task/Subtask Orders which will be issued under the contract.

Performance Measures – The critical few characteristics or aspects to achieving the Performance Objective and used by the Government to evaluate the performance of the Contractor.

Performance Expectations – The targeted level or range of levels of performance for each Performance Measure.

Performance requirements will be established at the inception of each task order issued and may be adjusted through a bilateral change up to fifteen days prior to the beginning of an evaluation period. Task/Subtask Managers will develop performance objectives for the individual task orders issued and select the appropriate performance measures and corresponding performance expectations. The complete description of available performance measures, expectations and scores is presented in the following section. Task/Subtask Managers will also assign a weighting factor to each performance measure selected for the task order issued such that the total weight is 100%

1. Evaluation and Scoring of Performance Area No. 1

The evaluation process will start at the task and/or subtask level. At the end of the evaluation period, the task/subtask manager will evaluate the Contractor's work within the task order according to the selected performance measures and the accompanying performance expectation levels.

The following table represents an exclusive list of performance measures, respective performance expectation levels, and performance scores available to determine whether or not the Contractor achieves the established performance objectives. Each task/subtask manager will select one or more performance measures and select weighting factors to be used to evaluate Contractor performance on the task order.

Performance Measure	Performance Measurement Definition	Performance Expectation Level	Performance Score
Quality of Work Products	DOE will assess the degree to which work products are accurate (i.e., free of typographical, grammatical, mathematical, and conceptual errors), complete and relevant with regard to DOE requests, professional in appearance and format, and accepted by DOE without revision.	Work products are (1) always accurate, complete, relevant, and professional, and are (2) always accepted without revision.	4 (Outstanding)
		Work products are (1) mostly accurate, complete, relevant, and professional, and are (2) mostly accepted without revision.	3 (Good)
		Work products are (1) usually accurate, complete, relevant, and professional, and are (2) usually accepted without significant revision being required.	2 (Satisfactory)
		Work products are (1) occasionally accurate, complete, relevant, and professional, and are (2) only occasionally accepted without significant revision being required.	1 (Marginal)
		Work products are (1) seldom accurate, complete, relevant, and professional, and are (2) seldom accepted without significant revision being required.	0 (Poor)
Quality of Work Processes	DOE will evaluate the degree to which the Contractor executes work processes in adherence to, and compliance with, prescribed procedures and requiring no intervention from the Government.	Work processes are (1) always executed according to prescribed procedures, and (2) require no intervention from the Government.	4 (Outstanding)
		Work processes are (1) mostly executed according to prescribed procedures, and (2) require minimal intervention from the Government.	3 (Good)
		Work processes are (1) usually executed with little variance from prescribed procedures, and (2) require little intervention from the Government.	2 (Satisfactory)
		Work processes are (1) occasionally executed with little variance from prescribed procedures, and (2) require some intervention from the Government.	1 (Marginal)
		Work processes are (1) seldom executed with little variance from prescribed procedures, and (2) require much intervention from the Government.	0 (Poor)
Productivity	DOE will assess the completion of tasks and the quantity of work performed with respect to that planned, expected, or assigned.	Tasks are always completed as assigned, and the quantity of work performed frequently exceeds that planned, expected, or assigned.	4 (Outstanding)
		Tasks are mostly completed as assigned, and the quantity of work performed occasionally exceeds that planned, expected, or assigned.	3 (Good)

Performance Measure	Performance Measurement Definition	Performance Expectation Level	Performance Score
		Tasks are usually completed as assigned, and the quantity of work performed infrequently exceeds that planned, expected or assigned.	2 (Satisfactory)
		Tasks are occasionally completed as assigned, and the quantity of work performed never exceeds that planned, expected or assigned.	1 (Marginal)
		Tasks are seldom completed as assigned, and the quantity of work performed never exceeds that planned, expected or assigned.	0 (Poor)
Schedule Control	DOE will assess the timeliness of deliverables, completion of milestones, and responsiveness to DOE requests, or range of schedule variance.	Milestones, deliverables and DOE requests are always completed on time, or schedule variance is always zero or a positive number.	4 (Outstanding)
		Milestones, deliverables and DOE requests are mostly completed on time, or schedule variance is mostly zero or mostly a positive number.	3 (Good)
		Milestones, deliverables and DOE requests are usually completed on time, or schedule variance is usually zero or usually a positive number.	2 (Satisfactory)
		Milestones, deliverables and DOE requests are occasionally completed on time, or schedule variance is occasionally zero or occasionally a positive number.	1 (Marginal)
		Milestones, deliverables and DOE requests are seldom completed on time, or schedule variance is seldom zero or occasionally a positive number.	0 (Poor)
Cost Control	DOE will assess adherence to budgets and accuracy of cost estimates, or range of cost variance.	Work is always performed under budget and costs are always accurately estimated; specific cost control measures have been widely demonstrated.	4 (Outstanding)
		Work is mostly within or under budget, costs are mostly accurately estimated, or cost variance is mostly a zero or mostly a positive number; specific cost control measures have been demonstrated.	3 (Good)
		Work is usually within or under budget, costs are usually accurately estimated, or cost variance is usually a zero or usually a positive number.	2 (Satisfactory)
		Work is occasionally within or under budget, costs are occasionally accurately estimated, or cost variance is occasionally a zero or occasionally a positive number.	1 (Marginal)

Performance Measure	Performance Measurement Definition	Performance Expectation Level	Performance Score
		Work is seldom within or under budget, costs are seldom accurately estimated, or cost variance is seldom a zero or seldom a positive number.	0 (Poor)
ES&H Compliance	DOE will assess the achievement of all of the ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations, <u>and</u> initiatives for continuous improvement.	Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are always achieved <u>and</u> continuous improvement initiatives are usually achieved.	4 (Outstanding)
		Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are mostly achieved <u>and</u> continuous improvement initiatives are occasionally achieved.	3 (Good)
		Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are usually achieved.	2 (Satisfactory)
		Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are occasionally achieved.	1 (Marginal)
		Applicable ES&H requirements as outlined in ISM plans, NETL directives, NETL ES&H metrics and Federal, state and local regulations are seldom achieved.	0 (Poor)
Value Added	DOE will assess the Contractor for its ability to recommend and implement, if approved, innovative and creative approaches to performing work that result in significant benefits in quality, cost, timeliness, and productivity, and, when appropriate, significantly advances or augments NETL's scientific and technological capabilities.	The Contractor frequently recommends and implements innovative and creative approaches that have actual or potential significant benefits, and that significantly advance or augment NETL's scientific and technological capabilities.	4 (Outstanding)
		The Contractor occasionally recommends and implements innovative and creative approaches that have actual or potential significant benefits, and that significantly advance or augment NETL's scientific and technological capabilities.	3 (Good)
		The Contractor occasionally recommends and implements innovative and creative approaches that have actual or potential minor benefits, and that somewhat advance or augment NETL's scientific and technological capabilities.	2 (Satisfactory)

Performance Measure	Performance Measurement Definition	Performance Expectation Level	Performance Score
		The Contractor seldom recommends and implements innovative and creative approaches that have actual or potential minor benefits, and that somewhat advance or augment NETL's scientific and technological capabilities.	1 (Marginal)
		The Contractor never recommends and implements innovative and creative approaches that have actual or potential benefits, and that advance or augment NETL's scientific and technological capabilities.	0 (Poor)

All active or completed tasks during the evaluation period will be objectively evaluated. The Contractor's self assessment will be considered in the selection of the appropriate performance level and respective score for each measure. All scores above and below "satisfactory" will be properly documented. Performance scores will be compiled according to the weights assigned and a score will be generated for each task between 0 and 4.

For example: A Hydrogen Separation Support Task that includes four performance measures, quality of work product, cost control, schedule control and ES&H compliance with assigned weights of 50%, 20%, 20% and 10%, respectively, shall be calculated in the following manner.

Task: Hydrogen Separation Support			
Performance Measure	Assigned Weighting Factors	Performance Level Score	Weighted Score (Assigned Weight X Performance Level Score)
Quality of Work Products	50%	4	2.0
Cost Control	20%	3	0.6
Schedule Control	20%	3	0.6
ES&H Compliance	10%	4	0.4
Task Performance Score			3.6

All tasks will be evaluated in this similar manner.

2. Generation of Performance Area No. 1 Score

The task performance score will between 0 and 4 and will be determined by aggregating individual task order scores which will be cost-weighted (based on planned costs for the evaluation period). The planned costs will be reviewed prior to the end of the evaluation period to determine if an adjustment is necessary.

The Performance Area No. 1 score will be determined by multiplying the Task Performance Score with its Performance Area Weight (i.e., 0.75).

3. Definitions

Always – on nearly every occasion or every time; nearly 100% (or in the 95-100% range)

Mostly – for the most part or almost entirely; approximately 90% (or in the 85-95% range)

Usually – such as is commonly, typically, or customarily encountered or experienced; approximately 80% (or in the 75-85% range)

Occasionally – from time to time, sometimes, irregularly; approximately 50% (or in the 25-75% range)

Seldom – not often, infrequently, rarely; approximately 15% (or in the 0-25% range)

B. PERFORMANCE AREA NO. 2 – MANAGEMENT PERFORMANCE

1. Evaluation and Scoring of Performance Area No. 2

The evaluation of this performance measure will include many aspects of contract performance, including cost effectiveness. Management effectiveness will be evaluated by a senior responsible person appointed by the FDO. Task-related input will be provided by the COR. The objective of this performance area is to enhance Contractor performance of specific management functions which are identified in the evaluation factors and which are essential to effective and efficient management of the contract.

Performance Area No.2 shall be objectively evaluated based on the following factors:

- a. Cost Effectiveness – The demonstrated ability of the Contractor to develop and implement practices and processes resulting in cost efficiencies.
- b. Problem Resolution - The demonstrated ability of the Contractor to:
 - (1) identify potential problems in a timely manner; and
 - (2) promptly remedy, correct, or eliminate undesirable conditions that hinder effective and efficient performance.
- c. Coordination - The demonstrated ability of the Contractor to effectively coordinate on-site and off-site support of the Contractor, its principal subcontractors, and its vendors or lower tier subcontractors to accomplish all assigned objectives as authorized.
- d. Innovation - The Contractor's demonstrated innovation in recommending actions or plans for DOE approval which substantially increase the value of support services through cost reduction and/or improvement of results.
- e. Financial Reporting - The demonstrated ability to provide accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract's terms and conditions.
- f. Contract Notifications - The demonstrated ability of the Contractor to comply with the contract's term and conditions affecting contract cost (e.g., issuance of limitation of cost letters on a task and subtask basis, etc.).
- g. Manpower Management - The demonstrated ability of the Contractor to manage direct labor and other direct costs as identified in the task's or subtask's authorized plan.
- h. Environment, Safety, and Health (ES&H) - The Contractor's demonstrated compliance to contractually identified Federal, state, and local ES&H requirements.
- i. Integrated Safety Management (ISM) - The demonstrated ability of the Contractor to:

- (1) Apply ISM's seven principles and five functions in the planning, budgeting, execution, and improvement of its management and work activities.
 - (2) Implement the requirements in their ISM plan.
 - (3) Implement the requirements of NETL's environmental management system (EMS).
- j. Socioeconomic - The demonstrated ability to achieve or exceed socioeconomic goals identified in the DOE-approved Subcontracting Plan.
- k. Partnerships – The demonstrated ability to develop partnerships that complements, advances, or augments NETL's scientific and technological capabilities. Partnership significance criteria will be described in the ordering document.

The Contractor shall be evaluated on the ability to provide objective evidence indicating the demonstration of the management quality factors listed above. The breadth and depth of demonstration will be primary factor evaluated. This performance measure will be scored from 0 to 4 as outlined below.

<u>Performance Measure</u>	<u>Performance Expectation Level</u>	<u>Performance Score*</u>
Quality of Contractor Management	Full demonstration (e.g., all factors demonstrated through objective evidence) of quality management factors, with particular attention to cost effectiveness demonstration.	4
	Widespread demonstration (e.g., high majority of factors objectively demonstrated) of quality management factors, including cost effectiveness.	3
	Good demonstration (e.g., majority of factors objectively demonstrated) of quality management factors.	2
	Fair demonstration (e.g., some of the factors objectively demonstrated) of quality management factors.	1
	Inconsistent and/or lacking demonstration of quality management factors.	0

* Performance Scores for Performance Area No. 2 can be issued between performance scores (e.g., 3.5) based on the breadth and depth of objective evidence provided.

2. Generation of Performance Area No. 2 Score

The Performance Area No. 2 score will be determined by multiplying the Management Performance Score with its Performance Area Weight (i.e., 0.25)

C. CALCULATION OF OVERALL PERFORMANCE SCORE

The Overall Performance Score will be determined by adding the Performance Area No.1 score and the Performance Area No. 2 score.

J.35 EXHIBIT E-2 – AWARD FEE CONVERSION PLAN

The following chart device will be used in converting weighted performance points into percentages of available award fee. The Overall Performance Score will be rounded to the nearest tenth of point prior to conversion to Available Award Fee Percentage.

OVERALL PERFORMANCE NUMBER	AVAILABLE AWARD FEE PERCENTAGE
4.0	100.0
3.9	100.0
3.8	98.0
3.7	96.0
3.6	94.0
3.5	92.0
3.4	90.0
3.3	87.0
3.2	84.0
3.1	81.0
3.0	78.0
2.9	75.0
2.8	70.0
2.7	65.0
2.6	60.0
2.5	55.0
2.4	50.0
2.3	45.0
2.2	40.0
2.1	35.0
2.0	30.0
Below 2.0	0.0

J.36 ATTACHMENT D - POSITION QUALIFICATIONS

CATEGORY	DESCRIPTION
Engineer 1	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, safety, software), or related scientific/engineering field. Good communication and analytical skills.</p> <p>The Engineer 1 performs a variety of engineering assignments in one of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Generally serves as a member of a team supporting one of the areas described above.</p>
Engineer 2	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 3 years of job-related experience.</p> <p>The Engineer 2 performs a variety of engineering assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Generally serves as a member of a team supporting one or more of the areas described above.</p>
Engineer 3	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 5 years of job-related experience, or a Master's degree.</p> <p>The Engineer 3 performs a variety of more complex engineering assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. This level is intended for the experienced engineer capable of independently selecting and applying standard engineering techniques, procedures, and criteria.</p>
Engineer 4	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 8 years of job-related experience, or a Master's degree and 3 years of job-related experience, or a Ph.D. A Professional Engineer's license may substitute for 2 years of experience.</p> <p>The Engineer 4 performs as a lead on more complex engineering assignments. Performs a variety of life-cycle engineering assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices as necessary. .</p>
Engineer 5	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 11 years of job-related</p>

	<p>experience, or a Master's degree and 6 years of job-related experience, or a Ph.D. and 3 years of job-related experience. A Professional Engineer's license may substitute for 2 years of experience.</p> <p>The Engineer 5 performs as a lead on the most complex engineering assignments. Performs a variety of life-cycle engineering assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices as necessary.</p>
Engineer 6	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 15 years of job-related experience, or a Master's degree and 10 years of job-related experience, or a Ph.D. and 7 years of job-related experience. A Professional Engineer's license may substitute for 2 years of experience.</p> <p>The Engineer 6 performs as a lead on the most complex engineering assignments. Recognized as an expert by peers in specific engineering disciplines. Directs a variety of life-cycle assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices as necessary.</p>
Engineer 7	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 20 years of job-related experience, or a Masters Degree and 15 years of job-related experience, or a Ph.D. and 12 years of job-related experience. A Professional Engineer's license may substitute for 2 years of experience.</p> <p>The Engineer 7 performs as a lead on the most complex engineering assignments. Recognized as an expert by peers in specific engineering disciplines. Directs a variety of life-cycle engineering assignments in one or more of the following areas: research, development, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Assigned to technical projects that are considered to be at the forefront of their respective technology. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices as necessary.</p>
Engineer 8	<p>Bachelor's Degree in Engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. Good communication and analytical skills; working knowledge of computer systems and integrated software application programs. At least 25 years of job-related experience, or a Masters Degree and 20 years of job-related experience, or a Ph.D. and 17 years of job-related experience. A Professional Engineer's license may substitute for 2 years of experience.</p> <p>The Engineer 8 performs as a consultant and expert on the most complex engineering assignments and is nationally recognized as a preeminent researcher in specific engineering disciplines.</p>

Engineering Technician 1	<p>High School diploma/GED and no job-related experience or equivalent. Good communication and analytical skills.</p> <p>The Engineering Technician 1, under close supervision or using detailed procedures, performs simple or routine tasks or tests. Work is checked in progress or on completion. Duties will vary and will fall under general categories such as assembling or constructing simple or standard equipment; conducting simple or routine tests; gathering and maintaining specified records of engineering data such as tests, drawings, etc; performing computations by substituting numbers in specified formulas; plotting data and drawing simple curves and graphs.</p>
Engineering Technician 2	<p>Vocational/technical training beyond high school and at least 3 years of job-related experience or equivalent. Good communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Engineering Technician 2, under general supervision, performs non-routine tasks or tests of some complexity and variety within, but not necessarily limited to, a prescribed area of expertise. Selects or adapts standard procedures or equipment, using fully applicable precedents. Receives initial instructions, equipment requirements, and advice from supervisor as needed. Duties will vary and will fall under general categories such as assembling or constructing equipment; conducting a variety of tests using established methods; extracting engineering data from various prescribed but nonstandardized sources; processing the data following well-defined methods including elementary algebra and geometry; presenting the data in prescribed form.</p>
Engineering Technician 3	<p>Vocational/technical training beyond high school and at least 5 years of job-related experience or equivalent. Excellent communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Engineering Technician 3, under general supervision, performs non-routine tasks or tests of some complexity and variety within, but not necessarily limited to, a prescribed area of expertise. Selects or adapts standard procedures or equipment, using fully applicable precedents. Receives instructions, equipment requirements, and advice from supervisor as needed. Duties will vary and will fall under general categories such as assembling or constructing equipment; conducting a variety of tests which may require minor modifications or setups; extracting and compiling a variety of engineering data from lab/test rig notes, manuals, etc.; processes data, identifying errors or inconsistencies; selects methods of data presentation</p>
Engineering Technician 4	<p>Vocational/technical training beyond high school and at least 7 years of job-related experience or equivalent. Excellent communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Engineering Technician 4 performs non-routine assignments of substantial variety and complexity, where operational precedents may sometimes not exist. Such assignments, which are typically parts of broader assignments, are screened to eliminate unusual design problems. May also plan such assignments. Receives technical advice from supervisor; work is reviewed for technical adequacy or conformity with instructions. Duties will vary and will fall under general categories such as developing or reviewing designs of equipment; conducting tests or experiments requiring selection, adapting and modifying test equipment or test procedures; extracting and compiling a variety of engineering data from lab/test rig notes, manuals, etc.; processes data, identifying errors or inconsistencies; selects methods of data presentation</p>
Engineering Technician 5	<p>Vocational/technical training beyond high school and at least 10 years of job-related experience or equivalent. Excellent communication and analytical skills and a working</p>

	<p>knowledge of computer systems and software application programs.</p> <p>The Engineering Technician 5 performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Selects and adapts plans, techniques, designs, or layouts. Contacts personnel in related activities to resolve problems and to coordinate the work; reviews, analyzes, and integrates the technical work of others. Supervisor outlines objectives, requirements, and technical approaches; completed work is reviewed for technical adequacy and satisfaction of requirements. May train and be assisted by lower level Engineering Technicians. Duties will vary and will fall under general categories such as designing, developing and constructing units, devices or equipment; conducting tests or experiments; analyzing results and redesigns or modifying equipment to improve performance; and reporting results.</p>
Engineering Specialist 1	<p>(1) Vocational/technical school diploma or associate's degree or (2) 4 years of job related experience. Good communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Engineering Specialist 1 performs specific technical/engineering support assignments in research, development, design, test installation, maintenance, modification and operation of diverse electronic/mechanical equipment and systems, including ADP systems, generally as a member of a technical support team.</p>
Engineering Specialist 2	<p>(1) Vocational/technical school diploma or associate's degree with at least 4 years of job related experience or (2) at least 8 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Engineering Specialist 2 performs a range of technical/engineering support assignments in research, development, design, test installation, maintenance, modification and operation of diverse electronic/mechanical equipment and systems, including ADP systems, generally as a member of a technical support team.</p>
Engineering Specialist 3	<p>(1) Vocational/technical school diploma or associate's degree with at least 8 years of job related experience or (2) at least 12 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Engineering Specialist 3 performs a range of technical/engineering support assignments in research, development, design, test installation, maintenance, modification and operation of diverse electronic/mechanical equipment and systems, including ADP systems, generally as a member of a technical support team on more complex assignments, or as a lead on less complex assignments.</p>
Engineering Specialist 4	<p>(1) Vocational/technical school diploma or associate's degree with at least 12 years of job related experience or (3) at least 16 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Engineering Specialist 4 performs a range of technical/engineering support assignments in research, development, design, test installation, maintenance, modification and operation of diverse electronic/mechanical equipment and systems, including ADP systems, generally as a lead on more complex assignments.</p>

Environmental, Safety and Health Specialist 1	<p>Bachelor's Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). No position-related experience. ES&H-related experience may be substituted for educational requirements.</p> <p>The Environmental, Safety, and Health Specialist 1 performs specific environmental, safety, and health services, consultations, investigations, and analyses, and other directed assignments as either a member of a team or under close supervision of a more senior personnel.</p>
Environmental, Safety and Health Specialist 2	<p>Bachelor's Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Three years of position-related experience. ES&H-related experience may be substituted for educational requirements.</p> <p>The Environmental, Safety, and Health Specialist 2 performs general environmental, safety, and health services, consultations, investigations, and analyses, and other directed assignments as either a member of a team or under minimal supervision of a more senior personnel.</p>
Environmental, Safety and Health Specialist 3	<p>Bachelor's Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Five years of position-related experience. ES&H-related experience may be substituted for educational requirements.</p> <p>The Environmental, Safety, and Health Specialist 3 performs general environmental, safety, and health services, consultations, investigations, and analyses, and other directed assignments as either a member of a team or as an investigator.</p>
Environmental, Safety and Health Specialist 4	<p>Bachelor's Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Seven years of position-related experience. ES&H-related experience may be substituted for educational requirements.</p> <p>The Environmental, Safety, and Health Specialist 4 performs general environmental, safety, and health services, consultations, investigations, and analyses. Acts as lead investigator or project manager on primary ES&H projects.</p>
Environmental, Safety and Health Specialist 5	<p>Bachelor's Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Ten years of position-related experience.</p> <p>The Environmental, Safety, and Health Specialist 5 performs general environmental, safety, and health services, consultations, investigations, and analyses. Acts as lead investigator or project manager on primary ES&H projects. Acts as liaison to on-site Government entities and other on-site Contractors.</p>
Environmental, Safety and Health Specialist 6	<p>Master's, Ph.D., or equivalent Degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Fifteen years of position-related experience.</p> <p>The Environmental, Safety, and Health Specialist 6 performs general environmental, safety, and health services, consultations, investigations, and analyses. Acts as lead investigator or program manager for ES&H related matters for the Research Facility Operations contract. Acts as liaison to the Environmental, Safety, and Health Division and counterpart in the Site Operations and Program Support Services contract. Acts as a liaison to state and Federal agencies having jurisdictional oversight of environmental, safety, and health resources. Acts as Nationally-recognized expert in ES&H disciplines.</p>

General Clerk 1	<p>Knowledge of High School commercial or general courses. Basic knowledge of computers and standard software applications. Up to 1 year of related work experience.</p> <p>The General Clerk 1 performs a variety of routine clerical duties within the area of assignment to provide administrative support, following established procedures and under general supervision. Operates computer using standard computer software.</p>
General Clerk 2	<p>Knowledge of High School commercial or general courses. Basic knowledge of computers and word processing software. Up to 2 years related work experience.</p> <p>The General Clerk 2 performs a variety of intermediate clerical duties to provide administrative support, following established procedures and under general supervision. Operates computer using standard computer software.</p>
General Clerk 3	<p>High School Diploma, with a commercial or general background. Basic knowledge of computers, standard software, and management databases. Experience in assigned area office procedures. Up to 4 years experience.</p> <p>The General Clerk 3 performs more advanced clerical and administrative duties by applying a thorough knowledge of office operations, the interrelationship with other departments, and a specific knowledge of a particular department. Works under supervision, within limits of accepted practice. May direct the work of others.</p>
General Clerk 4	<p>High School Diploma, with commercial or general background. Basic knowledge of computers, standard software, and management databases. Experience in assigned area office procedures. On-going courses periodically to keep abreast of new programs and equipment related to job responsibilities. More than 4 years experience.</p> <p>The General Clerk 4 uses subject-matter knowledge and judgment to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Works under minimal supervision. May direct the work of others.</p>
Industrial Hygienist 1	<p>Bachelor's degree in Industrial Hygiene and no job-related experience.</p> <p>The Industrial Hygienist 1 performs basic industrial hygiene assignments under close supervision and provides routine advice and assistance to customers.</p>
Industrial Hygienist 2	<p>Bachelor's degree in Industrial Hygiene and at least 3 years of position-related experience. Master's degree in Industrial Hygiene or certification by the American Board of Industrial Hygiene may be substituted for 2 years of experience.</p> <p>The Industrial Hygienist 2 performs a range of basic industrial hygiene assignments under minimal supervision and provides routine advice and assistance to customers.</p>
Industrial Hygienist 3	<p>Bachelor's degree in Industrial Hygiene and at least 5 years of position-related experience. Master's degree in Industrial Hygiene or certification by the American Board of Industrial Hygiene may be substituted for 2 years of experience.</p> <p>The Industrial Hygienist 3 performs a range of basic industrial hygiene assignments, acting as a lead on more complex assignments and provides routine advice and assistance to customers.</p>
Industrial Hygienist 4	<p>Bachelor's degree in Industrial Hygiene and at least 10 years of position-related experience. Master's degree in Industrial Hygiene or certification by the American</p>

	<p>Board of Industrial Hygiene may be substituted for 2 years of experience.</p> <p>The Industrial Hygienist 4 performs a range of advanced industrial hygiene assignments, requiring expert advice and utilizing knowledge of industrial hygiene principles to supervise program-level activities and resolve/address safety and health issues.</p>
Industrial Hygienist 5	<p>Bachelor's degree in Industrial Hygiene, certification by the American Board of Industrial Hygiene as an Industrial Hygienist, and 12 years of position-related experience. Master's degree in Industrial Hygiene may be substituted for 2 years of experience.</p> <p>The Industrial Hygienist 5 performs a range of advanced industrial hygiene assignments, requiring expert advice and utilizing knowledge of industrial hygiene principles to supervise program-level activities and resolve/address safety and health issues. Provides leadership for Safety and Health Programs.</p>
Program Management Support Specialist III	<p>High school diploma with at least 10 years experience in the management of administrative, computer database, and/or training systems.</p> <p>The Program Management Support Specialist III provides design and implementation support of educationally sound ES&H computer-based training modules with assistance from subject matter experts (SME); administers computerized job hazard analysis systems; coordinates and schedules training logistics; maintains the integrity of training records for ES&H- and security-related training courses; captures feedback and analyzes the effectiveness of ES&H training provided; and provides status reports based upon the training records stored in the computer-based training database.</p>
Registered Nurse 2	<p>Graduation from an accredited School of Nursing; current registration and licensure in required state. Three years of position-related experience.</p> <p>The Registered Nurse 2 provides for and delivers health care services to workers and worker populations, requiring independent judgments, focusing on promotion, protection, and restoration of workers' health within the context of a safe and healthy work environment.</p>
Registered Nurse 2, Specialist	<p>Graduation from an accredited School of Nursing; current registration and licensure in required state; 6 years of position-related experience. Certification in CPR, audiometric testing, and successful completion of NIOSH-approved spirometry course required.</p> <p>The Registered Nurse 2, Specialist provides for and delivers health care services to workers and worker populations, requiring independent judgments, focusing on promotion, protection, and restoration of workers' health within the context of a safe and healthy work environment.</p>
Registered Nurse 3	<p>Bachelor's degree in Nursing from an accredited School of Nursing, current registration and licensure in required state; and 10 years of experience in hospital or outpatient setting, adult care practice. Minimum of 5 years of progressive management experience. Certification in CPR, audiometric testing and successful completion of NIOSH-approved spirometry course required. American Occupational Health Nurses (AOHN) certification preferred.</p> <p>The Registered Nurse 3 provides for and delivers health care services to workers and worker populations, requiring independent judgments, focusing on promotion, protection, and restoration of workers' health within the context of a safe and healthy work environment. Utilizes industrial hygiene and epidemiologic principles in predicting,</p>

	analyzing, and preventing occupationally-related health effects.
Registered Nurse 4	<p>Bachelor's degree in Nursing from an accredited School of Nursing, current registration and licensure in required state; and 15 years of experience in hospital or outpatient setting, adult care practice. Minimum of 10 years of progressive management experience. Certification in CPR, audiometric testing and successful completion of NIOSH-approved spirometry course required. American Occupational Health Nurses (AOHN) certification preferred.</p> <p>The Registered Nurse 4 provides for and delivers health care services to workers and worker populations, requiring independent judgments, focusing on promotion, protection, and restoration of workers' health within the context of a safe and healthy work environment. Utilizes industrial hygiene and epidemiologic principles in predicting, analyzing, and preventing occupationally-related health effects.</p>
Quality Assurance/Control Specialist 1	<p>(1) Vocational/technical school diploma or associate's degree or (2) 4 years of job related experience. Good communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Quality Assurance/Control Specialist 1 performs specific, non-technical support assignments, such as receipt inspections, purchasing reviews (to assess vendor compliance with specifications), record keeping, and the quality assurance/control aspects of document and directives control.</p>
Quality Assurance/Control Specialist 2	<p>(1) Vocational/technical school diploma or associate's degree, with at least 4 years of job related experience or (2) at least 8 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Quality Assurance/Control Specialist 2 performs both specific, non-technical support assignments, such as receipt inspections, purchasing reviews (to assess vendor compliance with specifications), record keeping, and the quality assurance/control aspects of document and directives control as well as more technical assignments, such as welding inspections, witnessing of piping inspections, and construction inspections (e.g., hydrostatic and pressure testing of piping and systems).</p>
Quality Assurance/Control Specialist 3	<p>(1) Vocational/technical school diploma or associate's degree, with at least 8 years of job related experience or (2) at least 12 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer systems and software application programs.</p> <p>The Quality Assurance/Control Specialist 3 performs the duties of a Quality Assurance/Control Specialist 2 as well as critical component inspections, witnessing, and evaluations. These critical components may operate under unusual, variable, and/or harsh conditions (e.g., high temperature and high pressure).</p>
Scientist 1	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics). Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Scientist 1 performs analytic or scientific studies. Generally functions in one of the following activities: development, research, analysis, planning, coordination, and technical assessment of projects.</p>

Scientist 2	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 3 years of job-related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Scientist 2 performs analytic or scientific studies. Generally functions in one or more of the following activities: development, research, analysis, planning, coordination, and technical assessment of individual programs or several separate projects.</p>
Scientist 3	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 5 years of job-related experience or a Master's degree. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Scientist 3 performs a variety of more complex analytic or scientific studies. Generally functions in one or more of the following activities: development, research, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. May perform as lead on less complex assignments. This level is intended for the experienced scientist capable of independently selecting and applying methods, techniques, procedures, and criteria.</p>
Scientist 4	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 8 years of job-related experience, or a Master's degree and 3 years of job-related experience, or a Ph.D. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Scientist 4 performs as a lead on a variety of analytic or scientific studies. Generally functions in one or more of the following activities: conception, development, research, analysis, planning, coordination, and technical assessment of individual programs or several separate projects. Requires the use of advanced methods and the modification and extension of theories, precepts, and practices as necessary.</p>
Scientist 5	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) or related science field and 11 years of job-related experience, or a Master's degree and 6 years of job-related experience, or a Ph.D. and 3 years of job-related experience. Excellent communication and analytical skills and a sound knowledge of computer system and software application programs.</p> <p>The Scientist 5 performs as a lead on the most complex analytic or scientific studies in physics, mathematics, chemistry, or engineering. Generally functions in one or more of the following activities: conception, development, research, analysis, planning, coordination, and technical assessment of major individual programs or several separate projects. Requires the use of advanced methods and the modification and extension of theories, precepts, and practices as necessary.</p>
Scientist 6	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 15 years of job-related experience, or a Master's degree and 10 years of job-related experience, or Ph.D. and 7 years of job-related experience. Excellent communication and analytical skills and a sound knowledge of computer system and integrated software application programs.</p> <p>The Scientist 6 performs a lead on the most complex of analytic or scientific studies. Recognized as an expert by peers in specific scientific disciplines. Directs technical work</p>

	in one or more of the following activities: conception, development, research, analysis, planning, coordination, and technical assessment of major individual programs or several separate projects. Requires the use of advanced methods and the modification and extension of theories, precepts, and practices as necessary.
Scientist 7	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 20 years of job-related experience, or a Master's degree and 15 years of job-related experience, or Ph.D. and 12 years of job-related experience. Excellent communication and analytical skills and a sound knowledge of computer system and integrated software application programs. A highly specialized technical skill such as expertise in computational chemistry, analytical procedure development, or materials science.</p> <p>The Scientist 7 directs the most complex analytic or scientific studies and is routinely assigned to technical projects that are considered to be at the forefront of their respective technology. In addition to assignments in completing research and development programs, the Scientist 7 also provides fundamental input into the research program's direction and objectives.</p>
Scientist 8	<p>Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 25 years of job-related experience, or a Master's degree and 20 years of job-related experience, or Ph.D. and 17 years of job-related experience. Excellent communication and analytical skills and expert knowledge of computer system and integrated software application programs.</p> <p>The Scientist 8 performs as a consultant and expert on the most complex scientific assignments and is nationally recognized as a preeminent researcher in specific scientific disciplines.</p>
Secretary 1	<p>(1) Vocational/technical school diploma or associate's degree or (2) 4 years of job related experience. Good communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Secretary 1 performs specific, non-technical administrative support assignments such as program/project administration, records keeping, information management, finance, communications, and training, generally as a member of an administrative support team.</p>
Secretary 2	<p>(1) Vocational/technical school diploma or associate's degree with at least 4 years of job related experience or (2) at least 8 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Secretary 2 performs specific, non-technical administrative support assignments such as program/project administration, records keeping, information management, finance, communications, and training, generally as a member of a technical support team.</p>
Secretary 3	<p>(1) Vocational/technical school diploma or associate's degree with at least 8 years of job related experience or (2) at least 12 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Secretary 3 performs specific, non-technical administrative support assignments such as program/project administration, records keeping, information management, finance, communications, and training, generally as a member of a technical support team on</p>

	more complex assignments, or as a lead on less complex assignments.
Secretary 4	<p>(1) Vocational/technical school diploma or associate's degree with at least 12 years of job related experience or (2) at least 16 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Secretary 4 performs specific, non-technical administrative support assignments such as program/project administration, records keeping, information management, finance, communications, and training, generally as a lead on more complex assignments.</p>
Secretary 5	<p>(1) Vocational/technical school diploma or associate's degree with at least 16 years of job related experience or (2) at least 20 years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.</p> <p>The Secretary 5 performs specific, non-technical administrative support assignments such as program/project administration, records keeping, information management, finance, communications, and training, generally as a lead on more complex assignments and functions with more independence.</p>
Senior Instructional Designer	<p>Master's of Science degree in computer science, instructional technologies, education or related field. At least 8 years of job-related experience required, including a working knowledge and experience with instructional systems design. Extensive working knowledge of software programs (especially those related to instructional design) required.</p> <p>The Senior Instructional Designer, utilizing an Instructional System Design (ISD) model, has primary responsibility in designing, developing and implementing both computer-based training and traditional stand-up based instruction on ES&H topics according to the Code of Federal Regulations and internal DOE and NETL requirements.</p>

J.37 ATTACHMENT E – WAGE DETERMINATIONS/COLLECTIVE BARGAINING AGREEMENTS

The wage determinations and collective bargaining agreements are provided in a separate file attachment entitled **“41817-WD-CBA.PDF**

J.38 ATTACHMENT F -- SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN (MAR 2002)

A sample Small Business Subcontracting Plan can be down loaded from NETL's homepage at:
<http://www.netl.doe.gov/business/forms/new/sbctrpln.doc>..

J.39 ATTACHMENT G – PERFORMANCE GUARANTEE AGREEMENT

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-_____ for the _____ (Contract dated, _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder. Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance

thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on _____

NAME OF CORPORATION
NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR
ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

J.40 ATTACHMENT H –SITE VISIT REGISTRATION FORM

SITE VISIT REGISTRATION FORM

(Must be submitted by COB on 2/13/2004)

Solicitation No. DE-RP26-04NT41817

Research and Development Support (RDS) Services for the
National Energy Technology Laboratory (NETL)

Name: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

NOTE: In accordance with NETL security requirements and the time frame available for this site visit, all attendees must be U.S. citizens and must present a photo ID (e.g. drivers license) upon arrival at NETL.

Return this form to Lisa A. Kuzniar at the following e-mail address: lisa.kuzniar@netl.doe.gov.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations

issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51

percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.4 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2002) - ALTERNATE I (APR 2002)

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
 - (2) The small business size standard is 500 employees.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in

paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision -

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR

52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of

the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] -

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which

this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.12 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JUNE 1999)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.13 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that –

(i) The Offeror and/or any of its Principals –

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.14 SIGNATURE/CERTIFICATION (SEP 2003)

By typing the name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project), the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name and Address of Organization:

Solicitation Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

L.2 CONTENT OF RESULTING CONTRACT (NOV 1998)

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Attachments (excluding those attachments included in this RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

L.3 RESPONSIBLE PROSPECTIVE CONTRACTORS (JUNE 1999)

All responsible individuals, corporations, non-profit organizations, educational institutions, and state or local Governments may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.4 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost-Plus-Award-Fee contract resulting from this solicitation. The contract will also allow for placement of Cost-Plus-Fixed-Fee and Firm-Fixed-Price task orders.

L.5 NUMBER OF AWARDS (NOV 1997)

It is anticipated that there will be one award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.6 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (MAY 2001)

(a) *Definitions.* As used in this provision -

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing, or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include

Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

- (i) addressed to the office specified in the solicitation, and
- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the

Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.7 FALSE STATEMENTS (NOV 1997)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.8 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.9 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 1997)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.10 CLASSIFIED MATERIAL - NONE (NOV 1997)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.11 TIME, DATE AND PLACE PROPOSALS ARE DUE -- IIPS (MAY 2003)

Proposals and amendments of proposals must be received not later than 8:00 PM Eastern Time by the due dates specified below. You are strongly encouraged to submit your proposal at least 24 hours before the specified deadline in order to have time to resolve any transmission problems.

PROPOSALS, OR PROPOSAL FILES, THAT HAVE AN IIPS DATE/TIME STAMP LATER THAN THE IDENTIFIED DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

Volumes I, II, and III – Due April 13, 2004

Volume IV – Due April 27, 2004

L.12 UNNECESSARILY ELABORATE PROPOSALS AND FILE SIZE LIMITATIONS (AUG 2003)

Unnecessarily elaborate proposals beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate art work, graphics and pictures may increase the document's file size. It is suggested that in preparing your proposal that you create files less than 5 MB. However, this file size may not be appropriate in all situations. As the nature of the proposal may create large files, offerors may wish to use "Zip" file compression software such as WinZip. Using this compression software will diminish the file size, thus reducing the time needed to upload and download a proposal.

L.13 52.237-1 SITE VISIT. (APR 1984)

A site visit will be held on February 26 and 27, 2004. Offerors will be given an opportunity to visit and tour the Morgantown site on Thursday, February 26, 2004 and the Pittsburgh site on Friday, February 27, 2004. The agenda for the site visit is delineated below. All offerors who plan on attending the site visit must complete the registration form included as Attachment H and submit it to the Contract Specialist, Lisa A. Kuzniar, at the following email

address lisa.kuzniar@www.netl.doe.gov no later than Friday, February 13, 2004. Directions/maps to both sites can be found on the NETL web page at www.netl.doe.gov.

It is the intent of DOE not to hold a question/answer session during the site visit. All potential offerors shall submit their questions through the IIPS "Submit Question" feature.

SITE VISIT AGENDA

THURSDAY, FEBRUARY 26, 2004 MORGANTOWN SITE

12:00 – 12:30 PM	Sign In
12:30 – 1:00 PM	Introduction to NETL
1:00 – 4:00 PM	Morgantown Site Tour

FRIDAY, FEBRUARY 27, 2004 PITTSBURGH SITE

9:00 – 9:30 AM	Sign In
9:30 AM – 12:30 PM	Pittsburgh Site Tour
12:30 PM	Closing Remarks

L.14 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1999)

This acquisition is unrestricted and contains no set-aside provisions. For potential subcontracting opportunities under this acquisition, the NAICS code is 541710 with a size standard of 500 employees.

L.16 IIPS PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (MAY 2003)

Proposals are expected to conform to the solicitation provision entitled "Instructions to Offers - Competitive Acquisition" and be prepared in accordance with this section. Bidders/Offerors are advised that the submission of your proposal in an electronic format is required utilizing the Industry Interactive Procurement System (IIPS) through the Internet at <http://e-center.doe.gov/>. IIPS provides the medium for disseminating solicitations, receiving proposals, and evaluating proposals in a paperless environment. Individuals who have the authority to enter their company into a legally binding contract and intend to submit proposals via the IIPS system must register and receive confirmation that they registered prior to being able to submit a proposal on the IIPS System. **An IIPS "User Guide for Contractors" can be obtained by going to the IIPS Homepage at <http://e-center.doe.gov> and then clicking on the "Help" button. Questions regarding the operation of IIPS may be e-mailed to the IIPS Help Desk at IIPS_HelpDesk@e-center.doe.gov or call the Help Desk at (800) 683-0751.**

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable. **Proposal files are to be formatted in one of the following applications: Adobe Acrobat PDF, Excel, PowerPoint, or Word.**

(A) OVERALL ARRANGEMENT OF PROPOSAL

The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below and submitted through IIPS at <https://e-center.doe.gov>.

PROPOSAL VOLUME -- TITLE	PAGE LIMITATION
Volume I -- Offer and Other Documents	None
Volume II -- Technical Proposal	200 pages (excluding resumes and letters of commitment and intent)
Volume III -- Cost Proposal	None
Volume IV -- Oral Presentation	None

(B) ELECTRONIC SUBMISSION

Proposals must be submitted through the DOE IIPS at <http://e-center.doe.gov> in accordance with the instructions in this solicitation. ONLY PROPOSALS SUBMITTED THROUGH IIPS WILL BE CONSIDERED FOR AWARD.

You are encouraged to test the IIPS submission of proposals. An IIPS “User Guide for Contractors” can be obtained by going to the IIPS Homepage at <http://e-center.doe.gov> and then clicking on the “Help” button.

As indicated previously in this solicitation, FAR 52.215-1 Instructions to Offerors - Competitive Acquisition, section (c)(3)(ii)(A)(1) applies to this solicitation.

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

(C) ELECTRONIC SIGNATURE

Proposals submitted through IIPS constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Contractor to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(D) IIPS REGISTRATION

In order to submit a proposal, you must be authorized by the applicant (i.e., institution or business entity) to submit a proposal on its behalf and you must register in IIPS. You are encouraged to register as soon as possible. You only have to register once to apply for any DOE award. To register:

- Go to the IIPS website at <http://e-center.doe.gov>.
- Click on the “Register” button on the left.
- Click on the box that says, “Check this box for Acquisitions greater than Simplified Acquisitions threshold or financial assistance.”
- Read the “Security Alert” and click on “Yes” to proceed.
- Read the “Notice of Disclaimer” and click on “I Accept”.
- Complete the Registration Form.
- Click on “Submit Registration”. You will receive an acknowledgement confirming receipt of your registration.

Then you will receive an email confirming successful registration. If you do not receive an email confirmation within one business day, contact the IIPS Help Desk at 1-800-683-0751 and select option 1, or send an email to HelpDesk@e-center.doe.gov.

Note the user name on your confirmation and your password for future reference. You must use this user name and password for any proposals submitted in IIPS.

L.17 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (MAY 2003)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, and any deviations taken.

When the offeror begins to "Create Proposal", the offeror will complete the required fields and attach the following files to the link identified as: Attach Volume I/Offer or Other Documents.

For consistency, the offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".pdf" for Adobe Acrobat, ".doc" for Word, or ".xls" for Excel files:

(A) FORMAT AND CONTENT

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

MANDATORY FILE		FILE NAME
File 1	Offer Cover Sheet	Offer Cover Sheet.---
File 2	SF33 Form -- Solicitation, Offer and Award	SF33.---
File 3	Section K - Representations and Certifications	Section K.---
File 4	Financial Responsibility	Financial.---
File 5	Administrative Discussion	Administrative.---

(B) FILE 1, OFFER COVER SHEET (Offer Cover Sheet.---)

The Offer Cover Sheet shall contain the following information: Solicitation Number; Solicitation Title; Company Name, Address, Point of Contact, Phone/Fax/E-mail; Type of Organization; DUNS Number; U.S. Congressional District; and County of Organization.

(C) FILE 2, SF33 FORM - SOLICITATION, OFFER AND AWARD (SF33.---)

The SF33 Form has been uploaded with the solicitation, as a separate Word document (SF33.doc), which can be used for the offeror to complete, save and submit as File 2. The following areas must be completed on the SF33:

- (1) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, and sign in block 17 (typed name of authorized organizational representative). The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable.
- (2) The offeror's Acceptance Period (See Block 12) entered shall not be less than 180 days.
- (3) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. Proposals submitted through IIPS constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(D) FILE 3, SECTION K - REPRESENTATIONS AND CERTIFICATIONS (Section K.---)

Offeror Representations and Certifications included under Section K of this solicitation are to be fully executed. Section K has been uploaded with the solicitation, as a separate Word document (SectionK.doc), which can be used for the offeror to complete, save and submit as File 3 under Volume 1.

(E) FILE 4, FINANCIAL RESPONSIBILITY (Financial.---)

To demonstrate the organization's current financial strength and responsibility, the offeror shall provide the following financial data:

- (a) published financial statements for the three prior annual accounting periods, including Balance Sheet, Statement of Operations (Profit and Loss Statement), and Statement of Changes in Financial Position;

- (b) the estimated percentage this proposed contract will represent of the offeror's total business for the first year of the contract;
- (c) a copy of the most recent 10K report filed with the Securities and Exchange Commission, if any;
- (d) if the offeror is a joint venture or partnership, financial information must be provided for each member of the joint venture or each partner as outlined in (a) through (c) above; and
- (e) if the offeror is a limited liability corporation or other entity created for the purpose of performing the instant contract, and such entity possesses limited resources, the offeror may submit a performance guarantee agreement executed by a financially responsible guarantor, guaranteeing that all contractual obligations of the offeror will be met. Where appropriate, the DOE may require a performance guarantee agreement in order to determine financial responsibility. A model performance guarantee agreement is provided in Attachment G, Section J of this solicitation.

The DOE reserves the right to obtain additional financial information from offerors in order to determine financial responsibility, and to more fully assess potential organizational conflicts of interest.

(F) FILE 5, ADMINISTRATIVE (Administrative.---)

The offeror's administrative discussion shall address the following:

Small-Disadvantaged Business (SDB) Program Participation -- If the offeror is other than a small business concern, then the offeror shall provide a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan in accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) with Alternate II (MAR 1996). The plan shall document the offeror's approach and strategy for small-disadvantaged business participation under this contract. The offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime Contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

A sample subcontracting plan is available for downloading on NETL's homepage at: <http://www.netl.doe.gov/business/forms/new/sbktprln.doc>. (Please note that the subcontracting plan is not included in the page limitation.) If applicable, the offeror shall complete, save and submit the subcontracting plan as File 4 of the technical proposal.

Exceptions and Deviations - The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the resulting contract (as identified in L.2, Resulting Contract), Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II - Technical Proposal, Volume III -- Cost Proposal, and Volume IV -- Oral Presentation. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Any exceptions or deviations may make the proposal unacceptable for award without discussions. Any exceptions or deviations to Section I of the RFP, or any FAR or DEAR clauses elsewhere in the RFP, will make the proposal non-responsive to this RFP.

L.18 PREPARATION INSTRUCTIONS: VOLUME II - TECHNICAL PROPOSAL (MAY 2003)

Volume II -- The Technical Proposal should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of the requested information.

The Technical Proposal shall be evaluated strictly on the merit of the material submitted. No contractual cost information is to be included in the Technical Proposal. Where estimated labor-hours will provide clarity, they shall

be quoted in man-hour figures only, with no indication as to the cost of these labor-hours.

(A) FORMAT AND CONTENT

When the offeror begins to "Create Proposal", the offeror will create an IIPS cover page and attach the required files to the link identified as: Attach Volume 2/ Technical Proposal.

For consistency, the offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".ppt" for PowerPoint, ".pdf" for Adobe Acrobat, ".doc" for Word or ".xls" for Excel files:

MANDATORY FILES		FILENAME
File 1	Technical Discussion	Technical.---
File 2	Resumes	Resumes.---
File 3	Commitment and Intent Letters	Letters.pdf
File 4	Subcontracting Plan	Subcontracting.---

(B) FILE 1 TECHNICAL DISCUSSION (Technical.---)

The offeror's technical discussion shall be submitted as File 1 of their technical proposal. **The technical discussion shall not exceed 200 pages (excluding resumes, letters of commitment and intent, subcontracting plan, and oral presentation information).** The technical discussion shall be single spaced, using 12 point font, 1" margins, and when printed fit on size 8 1/2" by 11" paper. DOE believes a thorough, concise technical discussion can be prepared within the requested page limit. Proposals that contain a technical discussion file in excess of the requested page limit, shall, without compelling justification, receive a significant weakness under the technical evaluation criteria of the solicitation.

To help facilitate the review process and to insure addressing all the review criteria, the offeror shall use the following format when preparing the technical discussion file. This format relates to the technical evaluation criteria found in Part IV -- Section M. Additional headings may be included as desired.

COVER PAGE

The technical discussion file shall include a cover page indicating the solicitation number, name and address of the offeror, point of contact, telephone/FAX number/E-Mail address, title of project, and date of proposal as per FAR 52.215-1. The title of the proposed effort should be concise and descriptive of the work to be performed. All subsequent pages shall be appropriately numbered and identified with the name of the applicant, the date, and the solicitation number to the extent practicable.

TABLE OF CONTENTS

The technical discussion file shall include a Table of Contents to facilitate locating the elements of the proposal. All exhibits should be identified.

TECHNICAL DISCUSSION

This section shall contain the major portion of the Technical Proposal. It shall clearly address each of the Technical Proposal evaluation criteria in Part IV -- Section M, and at a minimum cover the subordinate factors or subcriteria listed there. It should be presented in as much detail as practical and include the following aspects for appropriate criteria or subordinate factors.

TECHNICAL CRITERION 1. ORGANIZATION AND MANAGEMENT APPROACH

This section shall discuss in detail the offeror's proposed organizational structure and management approach, which are integral factors for successfully completing the work under this contract.

Subcriterion 1a – Organizational Approach and Key Personnel Qualifications

The offeror shall describe its overall approach to its teaming/contractor organization, including key personnel, and why this approach provides the most effective and efficient way to manage and implement the SOW requirements (including core and variable work; on-site and off-site work). The offeror's discussion shall also include the following:

Teaming Arrangement: The offeror shall provide a description of and rationale for the proposed teaming arrangement, and the relationship among the team members, including subcontractors. The offeror shall provide Letters of Commitment from contract teaming organizations. The degree of commitment will be based on the signatory level of company management. The offeror shall describe the priority of this effort within its organization. The Letters of Commitment are not included in the page limitation and shall be submitted as **File 3, Commitment and Intent Letters**, of the technical proposal.

Organizational Structure: The offeror shall provide an organization chart showing all key personnel, their position titles and short title descriptions, their company affiliation, their lines of authorities, and their level of commitment (e.g., full-time; part-time; number of hours per year) to the contract. The offeror shall provide a discussion of the roles and responsibilities of all key personnel and provide functional statements detailing each organizational element's roles and responsibilities. Key personnel are those considered to be integral to the successful completion of the work under the contract. The offeror's key personnel shall include those individuals having responsibility for the business and technical management of the overall contract operations and any of the Technical Service Areas identified in the SOW. The offeror should specify the planned location (e.g., Morgantown or Pittsburgh) of each key personnel proposed and the supporting rationale for that location.

Key Personnel Qualifications: – The offeror shall provide detailed information on the proposed key personnel, including organizational job titles. Because key personnel are important to decisions concerning RDS contract selection, transition, and operation, the offeror shall discuss its willingness to commit to not moving key personnel, as long as they remain within the company/organization, for a minimum of 6 months after contract award. The offeror shall provide documented background of work experience in areas relevant to that required by the SOW with specific emphasis on the last 5 years, and how this experience will be used to support NETL. Resumes should reflect specific qualifications including educational experience, technical and managerial experience, professional development including list of pertinent publications, and capabilities as applicable to managing the SOW requirements. The offeror shall provide Letters of Intent for those persons designated to fill key positions. In the event any of the key personnel will not be committed full time to this contract, the reasons should be stated. The offeror should describe its ability/process to expeditiously replace key personnel, as necessary, with individuals of comparable quality.

Resumes shall be submitted as **File 2, Resumes**, and Letters of Commitment shall be submitted as **File 3, Commitment and Intent Letters**, of the offeror's technical proposal. Resumes and Letters of Commitment are not included in the page limitation.

Subcriterion 1b – Management Approach

The offeror shall describe its overall approach to managing the contract and executing the SOW requirements in a way that will provide NETL with cost effective, quality, safe, and environmentally responsible R&D support services. The offeror's discussion shall also include the following:

Interfacing – The offeror shall provide a discussion of its approach to interfacing with other organizations at NETL and of its perceived obstacles and how these will be overcome. The discussion should be in the context of a multi-organization team working with other site support Contractors at NETL, including a) how (e.g., approach; process) it will interface with the Government and interface with its team members and subcontractors; and b) how the

interfacing among the various team members will be conducted in a seamless manner, as if by a single organization, to ensure timely, responsive, and efficient operations.

Task Management - The offeror shall provide a discussion of its approach to providing efficient, timely, and responsive management of project tasks. Included should be (1) a discussion of its institutional/quality structures for achieving project management control, (2) a discussion on the philosophy and approach to balancing costs of task management versus effectiveness of project management control systems, and (3) a discussion on how costs of managing the control systems will be controlled. The offeror shall also provide a discussion of its approach to obtaining and providing the requisite expertise and resources for both core and variable work, both on-site and off-site, in a timely and cost efficient manner.

Transition Plan - The offeror shall describe its plan for transitioning to and assuming full responsibility for R&D support services for NETL. The transition period is to be completed within 30 calendar days following the CO's authorization to perform the transition. An essential requirement will be the minimization of disruptions to NETL operations during this transition period. Specific aspects to be addressed in the plan include the offeror's approach for: 1) preparing and submitting a management plan to assume responsibility for NETL operations; 2) staffing, relocating, orienting, and training key personnel; 3) recruiting, orienting, training, and staffing other than key personnel positions and orienting and training human resources; and 4) involving and utilizing home office, other corporate support, or other services to effect transition in the specified time frame.

TECHNICAL CRITERION 2. TECHNICAL UNDERSTANDING AND RELEVANT EXPERIENCE AND EXPERTISE

This section shall discuss in detail the offeror's technical understanding and relevant experience and expertise that can be brought to bear in support of NETL's mission, and how this technical proficiency relates to understanding and meeting the requirements of the SOW.

Subcriterion 2a. – Integrated Technical Understanding, Experience and Expertise

The offeror shall provide a detailed description of the integrated technical understanding, expertise, and experience that it will bring to NETL. The offeror's discussion shall include the following:

Technical Understanding – The offeror shall answer with supporting rationale and discussion, the following question “What should the energy vision for the Nation be over the next twenty years?” Include in this discussion (1) the technical and research program areas that need to be pursued over the next five years, (2) how the offeror would assist NETL (in terms of approach, capabilities and resources) to realize a prominent place in that vision (especially through these technical and research program areas), and (3) the impact that the offeror's support would have for NETL in attaining this vision. The discussion should be written in light of current and emerging energy, environmental, economic, and national security issues and trends (and any other factors deemed to be relevant by the offeror), to ultimately demonstrate an understanding of key drivers.

Integrated Technical and Management Approach – Generation of a Sample Task Work Plan

In order to demonstrate the offeror's ability to integrate technical and management capabilities, the offeror shall develop a “Sample Task Work Plan” to accomplish the task outlined in the following “Sample Task Order.” The work plan shall include a) the offeror's management approach to planning, monitoring, and executing the task order, b) the offeror's technical approach to conducting the task order and investigating the technical issue being addressed, and c) a schedule and cost breakdown for completion of work. Assumptions used to generate this work plan shall be explicitly stated by the offeror.

SAMPLE TASK ORDER

The offeror shall develop an integrated program and implementation plan. This plan shall be associated with one of the technical/research program areas that the offeror has proposed under its discussion on the

energy vision of the future in Subcriterion 2a—Technical Understanding. The plan should detail the integrated support work that the offeror will conduct among the Technical Service Areas (or Subareas) listed in the SOW. The plan should indicate and discuss the logic, flow, and timing of products and information among the various Technical Service Areas. The plan should focus on the delivery integration among the technical service areas in order to demonstrate a complete understanding of what constitutes the planning and implementation of a comprehensive technical program at NETL. The plan should detail the offeror's support efforts for a period of up to 18 months at an overall cost of up to \$5 million.

Organizational Technical Expertise and Relevant Experience – The offeror shall provide a technical discussion of its relevant past and current technical experience and capabilities of the lead organization and all team member organizations and subcontractors that demonstrates their specific experience and expertise relative to supporting the requirements of the SOW for each of the first six Technical Service Areas.

On-site Technical Experts – The offeror shall describe the availability and qualifications of the leading technical experts that the offeror is proposing as the on-site staff to conduct primarily core work for any of the first six Technical Service Areas of the SOW (note: not all of the six Technical Services Areas of the SOW need to be specifically addressed). Resumes for on-site technical experts shall include the information in the sample resume format described in **File 2, Resumes** and limited to no more than five total.

Off-site Technical Experts – The offeror shall describe the availability and qualifications of the leading technical experts that the offeror will have access to for variable, off-site work for any of the first six Technical Service Areas of the SOW (note: not all of the six Technical Services Areas of the SOW need to be specifically addressed). Resumes for off-site technical experts shall include the information in the sample resume format described in **File 2, Resumes** and limited to no more than fifteen total resumes.

Subcriterion 2b. – Past Performance

The offeror shall generally demonstrate the extent, variety, and relevance of its related hands-on performance with respect to conducting, managing, operating, administering, and completing contracts of similar scope and complexity to that indicated in the overall SOW. **(Please note that ES&H Past Performance will be evaluated separately under Criterion 3.)** In addition, the offeror is to provide three to five related work references with appropriate points of contact, all of which were performed in the past seven years, with at least one from the lead organization. DOE reserves the right to contact references provided by the offeror for the purpose of verifying the accuracy of the information provided. The information provided shall be sufficient to allow ready assessment as to how each contract is similar to the proposed effort. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

The organization's related direct work experience and performance shall be listed in chronological order per the following format (with a limit of two pages per work experience):

- * Title or name of the project and/or contract or identifying number;
- * Names, addresses and telephone numbers of the client and the client's responsible representatives (e.g., project director, Government Contracting Officer, etc.);
- * Approximate value of the project or contract;
- * Each project's start and end date;
- * Actual performance location;
- * A concise description of the contract or project's SOW, notable complexities, and special considerations (e.g., interfacing with outgoing incumbent Contractors, site factors, staffing and relocation considerations, etc.);
- * Type of contract (e.g., cost reimbursable award fee, fixed price, etc.);
- * The names of other major contract participants (e.g., prime Contractor, subcontractors, consultant, etc.) and the approximate value or percentage of the work performed by each;
- * Major problems encountered (e.g., schedule and/or cost overruns, staffing problems, transition problems, etc.) if any, and the resolution of each problem;
- * A concise explanation and or statement as to whether the Contractor or project was terminated in whole or in part

or successfully completed;

* If the contract involved an award fee, a concise summary by fee period of fee awarded as compared to the maximum available;

* Home office involvement; and

* Notable achievements and awards.

TECHNICAL CRITERION 3. ENVIRONMENTAL, SAFETY, AND HEALTH (ES&H) UNDERSTANDING, EXPERIENCE, AND CAPABILITIES

With regard to the seventh Technical Service Area described in the SOW, the offeror shall provide its proposed approach to implementing the principles of Integrated Safety Management (ISM) and ES&H programs as they apply to NETL, including:

Organizational ES&H Expertise and Relevant Experience – The offeror shall provide a technical discussion of its relevant past and current ES&H experience and capabilities of the lead organization and its team member organizations and subcontractors that demonstrates their specific organizational experience and expertise relative to supporting the requirements outlined in the Technical Service Area – Environment, Safety, and Health Support. In particular, the offeror should highlight those relevant experiences and capabilities that have added internal or customer value.

ES&H Support Program Manager and Off-site ES&H Experts – The offeror shall describe the availability and qualifications of its proposed on-site ES&H Support Program Manager (e.g., resume and letter of commitment and intent) and the leading off-site technical experts (e.g., resumes) that it will have access to for conducting variable and off-site work. The Letter of Intent for the ES&H Support Program Manager shall be included in **File 3, Commitment and Intent Letters**. Resumes for the ES&H Program Manager and off-site ES&H experts shall be in the format described in **File 2, Resumes** and limited to no more than five total (for the off-site technical experts). (Note: Resumes and Publications and Letters of Commitment and Intent are not included in the page limitation.)

Past Performance – The offeror shall provide information related to past performance with respect to conducting, managing, operating, administering, and completing contracts of similar scope and complexity to that indicated in the Technical Service Area – Environment, Safety, and Health Support. The offeror shall provide up to five related work references with appropriate points of contact, all of which were performed in the past seven years (in the format provided in Subcriterion 2b).

Technical Program Understanding – The offeror shall prepare a prioritized list of what it considers to be the top four ES&H programs at R&D laboratories (NETL or other) along with supporting rationale, to demonstrate an understanding of NETL's requirements.

Compliance and Certification Performance – The offeror shall provide examples of its ES&H performance, including: a) current status (i.e., alleged, pending, or determined) of any ES&H or industrial hygiene violations, findings, or noncompliance of local, state, or Federal laws and regulations by the offeror or the firms that the offeror oversees, and b) prior/current experience in managing and achieving certification for key ES&H programs such as ISO-14001 Programs, DOE's Integrated Safety Management Systems, and OSHA's Voluntary Protection Programs.

(C) FILE 2 RESUMES (Resumes,---)

The resumes shall be submitted as File 2 of the offeror's technical proposal. Resumes shall contain information in the sample format below, not exceed three pages each, and clearly identify if they are for key personnel, on-site technical experts, off-site technical experts or off-site ES&H experts.

SAMPLE RESUME FORMAT

Proposed Position with Offeror or Major Subcontractor: (specify which)

Experience Summary: (Summary of overall experience and capabilities applicable to the SOW)

Education: (Identify institution, degree or certificate earned, dates)
Professional Development and Achievements: (Identify professional membership, special training, professional registrations, awards, etc.)
List of Pertinent Publications (List with adequate reference identification)

(D) FILE 3 COMMITMENT AND INTENT LETTERS (Letters. pdf)

Organizational letters of commitment and letters of intent for the proposed key personnel shall be submitted as File 3 of the offeror's technical proposal. All commitment and intent letters shall be signed and submitted in .pdf format.

(E) FILE 4 SUBCONTRACTING PLAN (Subcontract.---)

The Subcontracting Plan shall be submitted as File 4 of the offeror's technical proposal. A sample Small Business Subcontracting Plan can be down loaded from NETL's homepage at:

<http://www.netl.doe.gov/business/forms/new/sbktrpln.doc>

L.19 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, COST PROPOSAL

A. General. Volume III, Cost Proposal, shall consist of the offeror's estimated costs to perform the desired work as set forth in the SOW. Since the Cost Proposal shall be 1) evaluated to determine cost realism and price reasonableness, and 2) used as the basis for any necessary cost negotiation, the Cost Proposal shall be accurate, complete, and well documented. The offeror shall submit cost or pricing data and supporting attachments in accordance with the Cost Proposal preparation instructions/format provided herein.

- (1) The Cost Proposal shall consist of the offeror's estimated cost/price plus award fee to perform the required work, as set forth in the SOW, on a cost reimbursement basis. Contractual cost information is not to be included in the Technical Proposal.
- (2) Identification: All forms, tables, and exhibits must be identified and listed in the table of contents or index. All pages, including forms, must be numbered.
- (3) Modification to Cost Proposal: Any modification to the Cost Proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal. Tables or Exhibits impacted by any change shall be clearly identified.
- (4) Definition of Terms:
 - (a) Off-Site: Includes any location not on one of the NETL sites as defined in On-Site below.
 - (b) On-Site: Federally-owned or leased property with the defined boundaries of the sites at Pittsburgh, PA; Morgantown, WV; Tulsa, OK; and Fairbanks, AK; including in the case of the Morgantown site, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.
 - (c) Prime Participant: Business entities other than the offeror who will act on behalf of the offeror under the contract through the expenditure of DPLHs. Prime participants may be subcontractors, teaming/joint venture partners, or interdivisional transfers.
- (5) Partnership/Teaming/Subcontracts (Including Intercompany Transfers): For each organization acting as prime participant, cost/price information shall be required and furnished in the same format and level of detail as prescribed herein for the offeror. Offeror shall provide a summary schedule totaling the efforts of all the participants.

- (6) Direct Productive Labor Hours (DPLH): Offeror shall propose direct productive labor hours in accordance with the solicitation labor categories and labor hour requirements provided. Direct Labor shall be proposed on the basis of Direct Productive Labor Hours (DPLH), i.e., estimated number of hours on the job. For the purpose of this solicitation, a full time equivalent (FTE) employee is equated to 1800 DPLH. All nonproductive labor hours (vacations, holidays, sick leave, etc.) shall be charged as an indirect cost included in the offeror's fringe benefit or labor overhead pool of expenses. Senior manager(s) and manager(s) labor and direct costs and their related support staff expense, including those located on-site, shall be charged as an indirect expense.
 - (7) Direct Labor Categories: The offeror shall identify proposed direct labor rates for each of the offeror labor categories in accordance with the offeror's accounting system and the Department of Labor Wage Determinations **included in Section J, Attachment E**. Rates of any prime participant shall be identified with the same level of detail as for the offeror.
 - (8) Rounding: Final monetary extensions shall be expressed in whole dollars.
 - (9) Other Direct Costs: Other direct costs for travel, training, materials and supplies, variable off-site R & D, and subcontracts must be proposed at the levels identified in Exhibit E of the solicitation. The subcontracts cost category shall not include labor cost for DPLH of prime participants.
 - (10) On-Site Staffing: The DOE will provide office spaces at NETL's Pittsburgh site and at NETL's Morgantown site that are available for use by on-site Contractor personnel. Other associated Government furnished items for the on-site personnel include: office furniture, office equipment, computer hardware and software, local area network services, reproduction/copy machines, telephone services, utilities, security services, parking facilities, janitorial services, and other general on-site services.
 - (11) Contract Start Date: For cost proposal preparation, the estimated start date of contract performance is October 1, 2004.
- B. Format and Content. The offeror shall submit Exhibits A through E to describe the cost of the offeror's effort inclusive of prime participants. The offeror shall also identify and discuss the contingencies used in developing the proposed costs/price and the basis for the cost/price estimate for each element, that is, how the labor rates were developed, how indirect rates were calculated and developed, fee basis, etc.

When the offeror begins to "Create Proposal", the offeror will complete the required fields and attach the following files to the link identified as: Attach Volume III/Cost Proposal.

For consistency, the applicant is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".pdf" for Adobe Acrobat, ".xls" for EXCEL, or ".doc" for Word files.

Volume III, Cost Proposal, shall include the following documents (in the order listed):

MANDATORY FILES		FILE NAME
File 1	Contract Pricing Proposal Cover Sheet	Cover Sheet.---
File 2	Cost Exhibits A through E	Cost Exhibits.---
File 3	Cost Discussion	Cost Discussion.---

File 1 – CONTRACT PRICING PROPOSAL COVER SHEET (Cover Sheet.---

The Contract Pricing Proposal Cover Sheet (NETL F 534.1-1) is available for downloading on NETL's homepage at:

http://www.netl.doe.gov/business/forms/new/534_1-1.doc

The offeror shall submit one set of fully executed Contract Pricing Proposal Cover Sheets. A set consists of one summary Contract Pricing Proposal Cover Sheet for the total proposed effort and separate Contract Pricing Proposal Cover Sheets for each period of the contract performance. The base period and each option period must have separate Contract Pricing Proposal Cover Sheets. The instructions contained in Table 15-2 of FAR Subpart 15 shall be followed to provide adequate supporting documentation for the estimated costs indicated on the Contract Pricing Proposal Cover Sheet (blocks 6A through 6C).

File 2 – COST EXHIBITS A through E (Cost Exhibits.---

File 2 shall consist of exhibits A through E in the format provided in this solicitation.

Exhibit A -- Summary of Proposed Costs and Fee by Year

The offeror shall provide a summary by individual cost element. In addition, a maximum award fee pool shall be proposed as both an absolute number and as a percentage of the proposed total estimated cost. A separate schedule must be prepared for the offeror and for each prime participant. Another schedule, which totals all of the separate schedules, shall also be submitted. Each cost element on the exhibit must be reported. Additional cost elements (e.g. FCCOM) may be added as needed to reflect the offeror's and prime participant's accounting systems.

Exhibit B1 through B4 -- Direct Labor Categories, Position Descriptions and Labor Rates

Exhibit B1 -- Distribution of RFP Direct Productive Labor Hours (DPLH) for Base Year

The offeror shall provide a DPLH inventory showing the distribution of the DPLH required for each labor category to be performed by the offeror's organization and by each prime participant organization. Descriptions for the solicitation labor categories are provided for the purpose of standardizing the alignment of the offeror's and prime participant's labor categories to the solicitation labor categories. This approach was chosen to establish common guidance for cost proposal preparation and to aid in cost proposal evaluation.

Exhibit B2 -- Position Descriptions of Direct Labor Categories

Offeror and prime participants shall provide job position descriptions for each corresponding direct labor category. The descriptions are not intended as minimum qualifications for personnel being proposed as key personnel nor are they intended in any way to limit the personnel capability, such as skill or education level, of the offeror's technical proposal. **The position descriptions in Exhibit B-2 shall be incorporated as Section J, Attachment D to the contract.**

Exhibit B3 --Reconciliation of Labor Categories

Offeror and prime participants shall provide a reconciliation of specified labor categories in the solicitation to their normal labor categories.

Exhibit B4--Labor Hours, Rates, and Costs by Contract Year

The specified DPLH shall be used in the development of cost proposals. This level of effort, required by NETL, is equivalent to 188 FTEs. DPLH associated with on-site staff are specified separately from off-site

staff because of indirect cost variations associated with Government furnished facilities. If the hourly rate for a job category differs between locations, offeror shall calculate a composite rate based on the hours presented for each site. If hours are not provided by site, offeror shall assume that half of the hours shall be expended at the Pittsburgh site and half at the Morgantown site. A breakdown of the separate rates shall be provided in a footnote to the schedule. In addition, any assumptions about escalation of labor rates shall be explained.

Exhibit C1 through C4 -- Indirect Expenses

These exhibits provide the formats for the individual expense items for each indirect pool by item name and dollar amount. Previous fiscal year's history and current fiscal year's projected expenses shall be provided as well as the projected costs for the next five years (contract period and one option period). Separate exhibits are required for each proposed indirect cost center and rate and for on-site and off-site staffing. The format of these exhibits shall be modified to reflect the offeror's accounting system.

Exhibit C1-- Fringe Benefit Expense Schedule

On separate schedules, offeror and prime participants shall provide their most recently completed fiscal year and current fiscal year projected fringe benefit costs and rates and then the projected fringe benefit costs and rate calculations for the contract period and one option period. .

Exhibit C2-- On-Site Overhead Expense Schedule

On separate schedules, offeror and prime participants shall provide their most recently completed fiscal year and the current fiscal year projected on-site overhead pools and allocation bases and then provide overhead cost and rate projections for the contract period and one option period. These costs shall include the senior manager(s) and manager(s) and their administrative staff. A ceiling rate may be negotiated for the on-site overhead expense pool.

Exhibit C3-- Off-Site Overhead Expense Schedule

On separate schedules, offeror and prime participants shall provide their most recently completed fiscal year and the current fiscal year projected off-site overhead pools and allocation bases to provide an off-site overhead expense history. Offeror and prime participants shall also provide off-site overhead cost and rate projections for the contract period and one option period.

Exhibit C4-- General and Administrative (G & A) Expense Schedule

On separate schedules, offeror and prime participants shall provide their most recently completed fiscal year and current fiscal year projected G & A costs and rates and then the projected G & A costs and rate calculation for the contract period and one option period.

Exhibit D-- Inventory of Personnel as of Date of Proposal Preparation

Offeror shall identify offeror and prime participants= available personnel as of the date of the proposal preparation by labor category and number of new hires planned. Although the senior manager(s) and manager(s) shall be proposed as an indirect expense, offeror shall specifically include and identify them on this schedule.

Exhibit E --Other Direct Costs (Provided by NETL)

Offeror shall use NETL's specified other direct costs in preparation of its cost proposal. These costs include travel, training, materials and supplies, variable off-site R & D, and subcontracts. The subcontract cost category includes work such as consultant services and specialized subcontract services exclusive of

prime participants labor cost. An additional line is specified for variable off-site research and development work and is based on historical information and future projections. However, it does not represent a guarantee for funding future work at these dollar thresholds under the terms of this solicitation.

File 3 – COST DISCUSSION (Cost Discussion.---)

The offeror shall submit a brief discussion on their Compensation for Professional Employees under Federal Contracts for Services, Estimating Procedures, Company Compensation Policies, and Audit and Contract Administrative Cognizance as indicated below:

Compensation for Professional Employees under Federal Contracts for Services.

Offeror shall provide a proposed labor relations and total compensation plan for all work required under this solicitation. Compensation levels proposed shall clearly reflect the offeror's understanding of work to be performed and indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. Salary rates or ranges shall take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Offeror shall include the following information:

- (a) Offeror shall provide a profile of the skill mix by classification for exempt (non-supervisory) and non-exempt positions.
 - (1) Provide a schedule of direct labor by population, by job title, hire rate, and average rate by Fiscal Year. If "Rate Ranges" are used, explain the method of progression from minimum to maximum.
 - (2) Furnish any supporting information that the Wage and Salary Structure is competitive with local conditions which will insure the recruitment and retention of qualified personnel for this contract.
 - (3) Explain formula and frequency of adjustment if offeror's wage and salary plan provides a "cost of living adjustment".
 - (4) List the fringe benefits and the estimated cost per hour for exempt and non-exempt personnel including holidays, sick leave, vacation, severance, pensions, insurance (hospital, disability, medical, dental, life, etc.).
 - (5) If offeror company or other divisions of offeror parent company are performing a Government contract in the local area or at the same site of performance as this contract, identify any difference in the proposed "wage and salary plan" including fringes and explain the rationale for these differences.
- (b) Describe offeror's approach to crediting employees' service with the current Contractor toward any length of service requirements of offeror's firm for such fringe benefits as vacation, sick leave, and severance pay allowance for employees of the current Contractor who may continue on the contract with offeror's firm.
- (c) Identify any Labor Unions having Collective Bargaining Agreements with offeror company covering classes of employees contemplated in this solicitation.
- (d) Briefly define the terms "exempt" and "non-exempt" as used by offeror company.

Estimating Procedure.

Offeror shall provide an explanation of the estimating procedures used. It is essential that there be a clear

understanding of the below-listed factors. Offeror shall cover the following in the estimating procedures explanation:

- (a) The existing verifiable data;
- (b) The judgmental factors applied in projecting from known data to the estimate;
- (c) The contingencies used by the offeror in the proposed costs; and
- (d) The basis of the cost estimate for each element of cost, to include how the labor rates and the indirect rates were developed, choice of subcontracts/consultants, material prices, etc.

Company Compensation Policies.

The offeror shall briefly describe company compensation policies in the following areas (existing company publications may be furnished):

- (a) Salary increases:
 - (1) Merit.
 - (2) Cost-of-Living.
 - (3) General.
 - (4) Other.
- (b) Fringe Benefits:
 - (1) Paid absences (vacations, sick leave, etc.).
 - (2) Insurance contributions.
 - (3) Retirement.
 - (4) Other.
- (c) Travel/Per Diem.
- (d) Relocation.
- (e) Bonuses/Other Employee Incentives.
- (f) Severance.
- (g) Overtime.
- (h) Uncompensated overtime.
- (i) Shift Premium.

Audit and Contract Administrative Cognizance.

Provide the name, address, and phone number of the Government audit office and contract administration office for the offeror and any proposed prime participants or subcontractors on each Contract Pricing Proposal Cover Sheet (Block 9A and 9B). The offeror shall also submit any current Indirect Rate Agreements or notices established by their Cognizant Federal Agency as required by Part I, Section B, clause entitled "Annual Indirect Rate Submission" of this solicitation. Audit and Indirect Rate Agreements may be submitted as a separate .pdf file (entitled Audit-Rate Agreement.pdf).

ATTENTION OFFERORS!! THE SUBMITTAL DEADLINE FOR VOLUME IV IS APRIL 27, 2004, 2 WEEKS AFTER THE SUBMITTAL OF VOLUMES I THROUGH IIII (SEE PROVISION L.11)

L.20 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV, ORAL PRESENTATION

Volume IV – Oral Presentation will consist of delivering a PowerPoint presentation (ORAL PRESENTATION CRITERION 1) and the offeror's oral responses to a fixed set of four questions (ORAL PRESENTATION CRITERION 2) that will be provided to the offeror at the end of delivering the PowerPoint presentation. The Oral Presentation file shall be submitted as File 1 of the Oral Presentation Volume utilizing the following file name:

(Oral[Company Name].ppt)

The primary purpose of the oral presentation is to assess the offeror's potential for adding measurable value to NETL. The information provided in the oral presentation will be one of the factors used in evaluating and selecting the successful offeror. An offeror's oral presentation is not part of its written proposal and may not include changes to its written proposal.

The presentation should not be a mere restatement or replication of written information. It should be practical and prepared simply and economically, and provide a straightforward, concise response to the oral presentation material below. Unnecessarily elaborate oral presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor desired.

For evaluation purposes, the Government will consider only the information that was actually presented. No additional written documentation of the oral presentation will be accepted. No changes to the presentation will be accepted following submittal. Submission of videotapes, other forms of media containing the presentation or any other documents for evaluation in lieu of the oral presentation is not authorized and will not be accepted.

A. FILE 1 ORAL PRESENTATION (Oral[Company Name].ppt)

The presentation will be made by the offeror's key personnel on the proposed value-added initiatives/activities/capabilities. The presentation shall be 90 minutes or less in length and there is no limit to the PowerPoint file size that an offeror may use during its presentation.

INSTRUCTIONS, FORMAT AND CONTENT

- (1) Award Without Discussions. The Government may make selection and award based on the offeror's initial proposal and oral presentation. Therefore, it is particularly important that each offeror be fully responsive in providing their best proposal and oral presentation. In the event the Government determines discussions to be necessary, information provided in the oral presentation will not be discussed and shall not be a part of any final revised proposal.
- (2) Cost/Price or Fee/Profit Information. The presentation shall NOT include cost/price or fee/profit information. Resource information such as labor hours and categories may be contained in the presentation with no indication as to the associated cost.
- (3) Communication During the Oral Presentation. The offeror will be allowed to complete the oral presentation without interruption by the Government, provided the offeror stays within the specified time limit. After completion of the offeror's oral presentation, an adjournment shall be held to allow the Government time to develop clarification questions regarding any points addressed which were unclear. After reconvening all the parties involved, the Contracting Officer will direct any clarification questions to the offeror's designated leader. The offeror's designated leader will then respond to the clarification question, or appoint another representative to respond.

Any interchange between the offeror and the Government will be for clarification purposes only, as defined

in FAR Subpart 15.3. Perceived strengths, weaknesses, deficiencies, or any information which may be incorporated within the resultant contract will not be addressed by Government personnel. Neither the oral presentation nor the clarification session will constitute discussions, as defined in FAR 15.306 and 15.307, nor will they obligate the Government to conduct discussions or entertain any revisions to the offer.

- (4) Time Limit. The schedule for the offeror's oral presentation is as follows:

*PowerPoint Presentation --	Not to exceed 90 minutes
Break --	15 minutes
Government Clarifications (if any) --	Not to exceed 30 minutes
Offeror provided set of four, fixed questions	
Offeror prepares response/caucus --	15 minutes
Offeror presents answers to questions --	15 minutes

*The PowerPoint presentation will officially begin as determined the Contracting Officer. The length of time spent on each area of the presentation is at the sole discretion of the offeror.

- (5) Schedule of Presentations. The order in which offerors will make presentations will be determined by a drawing of lots by the Contracting Officer after receipt of the proposals. Presentations will be scheduled with offerors as soon as possible after the closing date of receipt of the proposals. The Government will provide the offeror notification of the scheduled date of presentation at least 10 business days prior to said date. Offerors shall complete their presentations on their scheduled date and time. The Government reserves the right to reschedule presentations, if it is determined necessary to resolve unanticipated problems or delays encountered in the presentation process.
- (6) Government Attendance. The Government participants may include the evaluators, the cognizant contract specialist, other NETL management personnel, and the Contracting Officer, who will chair the presentation.
- (7) Offeror's Presentation Team. The offeror's presentation team shall consist only of the actual key personnel who will perform or personally direct the work described in Section J, Attachment A. With regard to major portions of any work to be subcontracted, members of subcontractor staff may make the relevant presentation. A list identifying the presentation participants by name, title, and firm shall be provided by the offeror in the PowerPoint presentation file.
- (8) Recording the Presentation. Oral presentations will not be recorded (i.e., audio, visual, transcription or otherwise) by the Government or the offeror.
- (9) Facility/Equipment. The oral presentations will be conducted at either the Pittsburgh or Morgantown site or at a site to be determined in the Pittsburgh/Morgantown vicinity. An informational package describing the facility; directions to the facility; and any instructions to access the facility (e.g., security, visitor's badge, etc.) will be provided to the offeror's when the Government provides the offeror notification of the scheduled date of the presentation. The informational package will include a site visit registration form. Each member of the offeror's presentation team shall be required to complete this site visit registration form before entering the site.

The Government will provide the necessary equipment for the oral presentation (i.e., standard computer software, slide show projector, flip chart pad, markers, etc.). The offeror's presentation will be loaded on Government furnished equipment prior to the start of the presentation. Access to the presentation area will be provided to the offerors thirty minutes prior to start of the presentation.

- (10) Presentation Material. The offeror's oral presentation shall address the following criterion:

ORAL PRESENTATION CRITERION 1. POWERPOINT PRESENTATION ON VALUE-ADDED CAPABILITIES

The offeror shall propose three hypothetical key initiatives/activities that they will support for implementation under the course of this contract to objectively "add measurable value" to NETL's organization, in support of achieving, sustaining and expanding NETL's R&D mission in the near and long term and/or enhancing NETL's technical, business, and physical capabilities. The offeror shall a) describe these three key initiatives/activities, including their potential value-added nature, importance and impact, b) list and discuss its own proposed metrics and outputs that can be used to validate/verify success in terms of adding value, c) discuss the processes, mechanisms and resources to be used for implementation, d) discuss how the offeror is qualified to plan and execute these value-added initiatives/activities, e) discuss any anticipated obstacles/barriers to successfully implementing these initiatives/activities and how these can be resolved, and f) discuss how, why and to what extent (in the final analysis) that these key initiatives/activities can be successfully implemented at NETL to add measurable value.

The offeror shall also highlight three significant initiatives/activities that they have implemented for a variety of customers/clients during the past four years that have objectively "added measurable internal or customer value." The past initiatives/activities could be related to Government contracts, activities with private companies, and/or internal activities within the offeror's organization. The offeror shall a) describe these three key initiatives/activities, including their value-added nature, importance and impact, b) list and discuss any metrics and outputs that were used to validate/verify success in terms of adding value, c) discuss the processes, mechanisms and resources that were used to achieve implementation success, d) discuss how the offeror was qualified to have planned and executed these value-added initiatives/activities, and e) discuss the offeror-controlled factors that contributed to implementation success, including the identification and resolution of any obstacles/barriers.

ORAL PRESENTATION CRITERION 2. RESPONSES TO QUESTIONS

After delivering the PowerPoint presentation and providing responses to any clarifications requested by the Government, the offeror will then be immediately provided a set of four, short fixed questions to answer. The offeror may use flip charts to aid in answering these questions. No clarification questions will be asked by the Government.

L.22 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.23 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS. (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer,

targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime Contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.24 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.25 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor Contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.26 952.226-70 SUBCONTRACTING GOALS UNDER SECTION 3021(A) OF THE ENERGY POLICY ACT OF 1992. (JUN 1996)

(a) Definition. - Energy Policy Act target groups, as used in this provision means:

(1) An institution of higher education that meets the criteria of 34 CFR 600.4(a) and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined by the Secretary of Education to be Historically Black Colleges and Universities pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Section 3021 of the Energy Policy Act (Pub. L. 102-486) establishes a goal of award of 10 percent of the contract dollar value for prime and subcontract Energy Policy Act awards to Energy Policy Act target groups.

(c) The offeror, if other than one of the three groups specified in paragraph (a) of this clause, shall submit, as part of its business management proposal or, if this solicitation requires the submission of a Small, Small Disadvantaged and Women-Owned Subcontracting Plan, then as part of that plan, unless otherwise stated in the proposal preparation instructions, individual subcontracting goals for each of the three Energy Policy Act target groups. Individual goals shall be expressed in terms of a percentage of the offeror's proposed contract dollar value. In addition, the offeror shall provide a description of the nature of the effort to be performed by each of the three groups, and, if possible, the identity of the contemplated subcontractor(s).

(d) Unless otherwise stated, such goals shall be considered in the evaluation of the Business Management Proposal as discussed in Section M of this solicitation or, if applicable, as part of the evaluation of the Small, Small Disadvantaged and Women-Owned Subcontracting Plan.

L.27 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (OCT 1997)

(a) *Definitions.* As used in this provision -

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.28 INFORMATION OF AWARD (NOV 1997)

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.29 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS (FEB 1998)

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror's Proposals will not be returned (except for timely withdrawals).

L.30 52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Energy, National Energy Technology Laboratory, 3610 Collins Ferry Road, P.O. Box 880, Mail Stop 107, Morgantown, WV 26507-0880.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.31 952.233-2 SERVICE OF PROTEST.

As prescribed in 48 CFR 933.106(a), add the following to the end of the clause at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.32 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.33 952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL (MAR 1998)

Proposals will be evaluated in accordance with applicable DOE acquisition policies, procedures and the evaluation criteria set forth below. Evaluation will be performed to determine the offeror's understanding of work to be performed, the reasonableness, completeness, merit and relevance of the offeror's proposal to successfully perform the solicitation requirements, cost reasonableness, the probable cost to the Government, and ranking with competing offerors.

M.2 BASIS FOR CONTRACT AWARD

The Government intends to award one contract to the responsible offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each offeror's proposal in accordance with the Evaluation Criteria set forth in this Section M. In determining the best value to the Government, the Technical Proposal Criteria and Oral Presentation Criteria combined are significantly more important than the evaluated cost. The Government is more concerned with obtaining a superior Technical Proposal and Oral Presentation than making an award at the lowest evaluated cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical proposal and oral presentation over another. Thus, to the extent that Offerors' Technical Proposals and Oral Presentations are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (SEB) (NOV 1997)

The offer and other documents proposal is to be evaluated for adequacy and compliance with the solicitation. The technical proposal and the oral presentation combined are of significantly greater importance than the cost proposal. The weights of the technical proposal and oral presentation are set forth below.

M.4 EVALUATION CRITERIA - TECHNICAL

Volume II, Technical Proposal, will be evaluated (numerically scored) in accordance with the following criteria. The weight of each criterion and subcriterion is indicated in parentheses.

TECHNICAL CRITERION 1: ORGANIZATION AND MANAGEMENT APPROACH. (20%)

This criterion will be used to evaluate the reasonableness, completeness and merit of the offeror's proposed approach to structuring and managing its proposed organization for performing the requirements of the solicitation. Subcriteria that will be evaluated are:

Subcriterion 1a – Organizational Approach and Key Personnel Qualifications (10%)

The offeror will be evaluated on the reasonableness, completeness and merit of its proposed organizational approach and its ability to demonstrate that the proposed approach can effectively and efficiently manage and execute the SOW requirements. The offeror will be evaluated on its ability to develop and implement effective teaming relationship, to effectively and efficiently manage and conduct the SOW activities (including core and variable work; on-site and off-site work), its corporate commitment, and the priority placed on this solicitation's requirements relative to other corporate commitments.

The offeror will be evaluated on the reasonableness and completeness of its proposed organizational structure to successfully perform the requirements of the SOW; of its structuring of the lines of authority and roles and responsibilities for key personnel; and of its structuring of the roles and responsibilities for the proposed organizational elements.

The offeror will be evaluated on the demonstrated ability of its proposed key personnel to execute the SOW

requirements; on the extent and depth of their relevant qualifications including publications; on the applicability of their educational background, technical and managerial experience, and professional development (as relevant to the requirements of the SOW); on their level of commitment and availability (Letters of Intent); and on the offeror's ability/process to expeditiously replace key personnel with individuals of comparable quality.

Subcriterion 1b – Management Approach

(10%)

The offeror will be evaluated on the reasonableness, completeness, and merit of its overall approach to successfully managing the resultant contract and performing the SOW requirements in a way that will provide NETL with cost effective, quality, safe, and environmentally responsible R&D support services.

The offeror will be evaluated on its demonstrated understanding of the perceived technical and management obstacles to conducting the SOW activities in an effective and efficient manner and the merit and completeness of their proposed approach for overcoming the perceived obstacles. The offeror will be evaluated on its understanding of key interface obstacles within the offeror's team and with DOE/NETL personnel and its approach to overcoming interface obstacles in a seamless manner to ensure timely, responsive, and efficient operations.

The offeror will be evaluated on the merit and demonstrated experience with its proposed project management control processes/systems/structures; the reasonableness of its philosophy/approach and its demonstrated ability to balance costs versus effectiveness of these project management control systems; and its demonstrated ability to implement and administer authorized task orders in a cost effective, efficient and timely manner. The offeror will be evaluated on its demonstrated ability, approach, and capabilities to expeditiously and flexibly provide quality technical and other resources on variable and core work task basis, both on-site and, as requested, off-site.

The Transition Plan will be evaluated on 1) its completeness and 2) the degree to which the transition will be accomplished in a logical, effective, efficient and non-disruptive manner.

TECHNICAL CRITERION 2: TECHNICAL UNDERSTANDING AND RELEVANT EXPERIENCE AND EXPERTISE. (45%)

This criterion will be used to evaluate the reasonableness, completeness, merit, insightfulness, and relevance of the offeror's technical understanding, relevant experience and expertise in conducting the SOW requirements.

Subcriterion 2a. – Integrated Technical Understanding, Experience and Expertise

(35%)

The offeror will be evaluated on the level of completeness, insightfulness and reasonableness of its understanding related to the Nation's energy future and the explanation of known or anticipated factors potentially affecting the Nation's energy future. In addition, the evaluation will be based on the degree of merit, reasonableness and potential impact of the technical and research program areas that the offeror proposes to assist NETL in pursuing over the next 5 years. The offeror's approach to providing support will be evaluated based on its reasonableness. The offeror's proposed support to NETL (e.g., capabilities and resources) in reaching this energy future (especially through the technical and research program areas) will be evaluated in terms of its magnitude and its degree of relevance, quality and reasonableness. The impact of the offeror's proposed support will be evaluated on the likelihood (including reasonableness) and extent that the support will potentially shape and achieve this energy future.

The offeror's sample task work plan will be evaluated on the degree of completeness, insightfulness, reasonableness, and merit of its management approach to planning and executing the sample task order and its technical approach to conducting the task and investigating/resolving the technical issue being addressed. Also included will be an evaluation (based on the four elements listed above) of the offeror's approach to integrating work products and information among the various Technical Service Areas. Information in the work plan related to resources, schedule, and costs will be evaluated based on reasonableness. Assumptions used to generate the work plan will be evaluated in light of their understanding of and insightfulness to the work being performed.

The offeror will be evaluated on the breadth, quality, and relevancy of past and current organizational technical expertise and experience related to planning and executing the requirements in the SOW especially in support of

research organizations.

The offeror will be evaluated on the experience and qualification of its leading on-site and off-site technical experts; the extent they will complement the work being performed at NETL; and their availability.

Subcriterion 2b. – Past Performance (10%)

The offeror will be evaluated on its quality of performance in managing, operating, and completing contracts of similar scope and complexity to that indicated in the SOW. If an offeror does not have a record of relevant past performance, or if information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

TECHNICAL CRITERION 3: ENVIRONMENTAL, SAFETY, AND HEALTH (ES&H) SUPPORT UNDERSTANDING, EXPERIENCE AND CAPABILITIES. (10%)

The offeror will be evaluated on the breadth, quality and relevancy of past and current organizational ES&H expertise and experience related to planning and executing the requirements outlined in the Technical Service Area – Environment, Safety, and Health Support. The offeror will be evaluated to the extent, merit and relevance of the cited value-added nature of this ES&H experience and expertise.

The offeror will be evaluated on the experience and qualifications of its ES&H program manager and the leading off-site ES&H experts; the extent they will complement the work being performed at NETL; and their availability.

The offeror will be evaluated on its quality and extent performance in managing, operating, and completing ES&H contracts of similar scope and complexity to that indicated in the SOW. If an offeror does not have a record of relevant past performance, or if information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

The offeror will be evaluated on its ability to comply with local, state and Federal laws and regulations; on its experience in achieving certification in key ES&H programs; and on its degree of understanding of NETL's ES&H programs, requirements and priorities.

M.5 EVALUATION CRITERIA – ORAL PRESENTATION

Volume IV, Oral Presentation, will be evaluated (numerically scored) in accordance with the following criteria. The weight of each criterion and subcriterion is indicated in parenthesis.

ORAL PRESENTATION CRITERION 1: VALUE-ADDED CAPABILITIES. (20%)

Overall, the offeror's three proposed key initiatives/activities for "adding measurable value" to NETL's organization (e.g., in support of achieving, sustaining and expanding NETL's R&D mission and/or building technical, business and physical capabilities) will be evaluated on their (1) degree of relevance, (2), degree of reasonableness, (3) level of uniqueness, (4) likelihood of being successfully implemented, and (4) degree of positive impact on NETL upon successful implementation. Specifically, the potential value/impact/importance of these initiatives/activities will be evaluated based on the likelihood of their implementation and the potential magnitude on mission accomplishment and/or technical/business/physical capability enhancements. The offeror's metrics that determine "success" and the offeror's outputs that validate/verify success will be evaluated in terms of their relevance, merit, and reasonableness. The offeror's processes and mechanisms to be used to achieve implementation success will be evaluated on their relevance and reasonableness. The offeror's resources to be used to achieve implementation success will be evaluated on their magnitude, breadth and uniqueness. The offeror's qualifications to plan and execute these value-added initiative/activities will be evaluated on their extent and relevance. The offeror's ability to identify and resolve barriers and obstacles to implementing the value-added initiatives/activities will be evaluated on their reasonableness and insightfulness.

Overall, the offeror will be evaluated on the (1) degree of relevance, (2) level of impact, and (3) extent of merit of the offeror's three significant initiatives/activities that have "added measurable internal or customer value" in the

past, as well as the variety of clients/customers involved. Specifically, the value/impact/importance of these initiatives/activities will be evaluated based on their magnitude of effects on internal/customer mission accomplishment and/or technical/business/physical capability enhancements. The offeror's metrics that determined "success" and the offeror's outputs that validated/verified success will be evaluated in terms of relevance, merit, and reasonableness. The offeror's processes and mechanisms that were used to achieve implementation success will be evaluated on their relevance. The offeror's resources used to achieve implementation success will be evaluated on their magnitude, breadth and uniqueness. The offeror's qualifications that planned and executed these value-added initiative/activities will be evaluated on their extent and relevance. The offeror's ability for having identified and resolved any barriers and obstacles to implementing the value-added initiatives/activities will be evaluated on their level of success and insightfulness.

The overall presentation will also be evaluated on the basis of clarity, conciseness, and articulateness.

ORAL PRESENTATION CRITERION 2: RESPONSES TO QUESTIONS. (5%)

Answers to the fixed set of four questions asked by NETL during the oral presentation will be evaluated based on completeness, reasonableness, insightfulness, and articulateness of responses.

M.6 COST CRITERIA

The cost proposal will not be point scored. It will be evaluated to establish most probable cost to the Government. The cost proposal will also be used as a guide to determine the offeror's understanding of the requirements of the RFP and to assess the validity of the offeror's approach to performing the work in accordance with the technical requirements of the RFP. All cost evaluation criteria are of equal importance. Cost evaluation criteria that will be considered are:

COST CRITERION 1: COST REALISM, ACCURACY, AND REASONABLENESS

The Government will determine (i.e., rate as acceptable or unacceptable) whether the offeror's cost proposal is realistic (i.e., demonstrating understanding of the RFP's SOW), accurate, and reasonable (i.e., proposed costs are generally recognized as ordinary and necessary for contract performance and do not exceed those which would be incurred by an ordinarily prudent person in the conduct of competitive business).

COST CRITERION 2: THE EVALUATED MOST PROBABLE COST TO THE GOVERNMENT

The Government will establish the most probable cost to the Government by evaluating all elements of each offeror's cost proposal that could impact estimated costs.

M.7 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).